

Exhibit 1

DEED-IN-LIEU AGREEMENT

This DEED-IN-LIEU AGREEMENT ("Agreement") is entered into by and between WEC 96D APPLETON-1 INVESTMENT TRUST, a Delaware business trust, WEC 96D APPLETON-2 INVESTMENT TRUST, a Delaware business trust (collectively, "Borrowers"), and Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 ("Lender").

RECITALS

A. On or about November 27, 1996, WEC 96D APPLETON INVESTMENT TRUST, a Delaware business trust ("Initial Borrower"), as maker, executed that certain note ("Note") in the original principal amount of FOUR MILLION NINE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SIXTY AND 29/100 DOLLARS (\$4,941,160.29), payable to the order of First Security Bank, National Association, as Pass Through Trustee under Pass Through Trust Agreement dated November 27, 1996, known as the Circuit City – Staubach Pass Through Trust Series 1996-A (the "Initial Lender").

B. As security for the payment of the Note, Initial Borrower executed and delivered for the benefit of Initial Lender that certain Mortgage, Security Agreement and Fixture Financing Statement, ("Initial Mortgage"), dated November 27, 1996, filed of record in the office of the Register of Deeds for Outagamie County, Wisconsin, on December 4, 1996 as Document No. 1211607, said Mortgage covering the land and improvements thereon commonly referred to as 4635 West College Avenue, Grand Chute, Wisconsin ("Property"), said Property being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes.

C. As further security for the Note, among other things, Initial Borrower executed for the benefit of Initial Lender an Assignment of Leases and Rents ("Assignment of Leases"), dated November 27, 1996, recorded on December 4, 1996 as Document No. 1211608, said Assignment of Leases covering all leases affecting the Property.

D. Initial Borrower entered into an Assignment and Assumption Agreement dated November 27, 1996, under which Initial Borrower assigned the Note, Mortgage, Assignment of Leases, financing statements and all other documents, instruments and agreements executed for the benefit of the Initial Lender (collectively, the "Loan Documents") to Borrowers. Borrowers agreed to assume the obligations of Initial Borrower under the Loan Documents. Initial Lender consented to this agreement. The Assignment and Assumption Agreement was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on July 16, 1997 as Document No. 1234085.

E. Initial Borrower conveyed the Property to Borrowers on November 27, 1996, via a Special Warranty Deed to WEC 96D APPLETON-1 INVESTMENT TRUST, recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on July 16, 1997 as Document

No. 1234084, and a Special Warranty Deed to WEC 96D APPLETON-2 INVESTMENT TRUST, recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on July 16, 1997 as Document No. 1234083.

F. The Initial Mortgage was amended and restated by an Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement (the "Mortgage"), which was filed of record in the office of the Register of Deeds for Outagamie County, Wisconsin, on March 27, 1997 as Document No. 1221266.

G. Initial Lender executed an Assignment of Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement, dated as of November 1, 1998, assigning its rights to the Mortgage to LaSalle National Bank, as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2. The Assignment of Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on May 11, 1999 as Document No. 1325520.

H. Initial Lender executed an Assignment of Assignment of Leases and Rents, dated as of November 1, 1998, assigning its rights to the Assignment of Leases to LaSalle National Bank, as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2. The Assignment of Assignment of Leases and Rents was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on May 11, 1999 as Document No. 1325519.

I. Initial Lender executed an Assignment of Unrecorded Documents, dated as of November 1, 1998, assigning its rights to the Note, among other things, to LaSalle National Bank, as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2. The Note was endorsed and made payable to LaSalle National Bank, as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 by allonge executed by the Initial Lender.

J. Effective as of April 30, 1999, LaSalle Bank National Association, Charter Number 14450, merged with and into LaSalle National Bank, Charter Number 14362, under the charter of the latter and title of the former.

K. Effective as of October 17, 2008, LaSalle Bank National Association, Charter Number 14362, merged into and under the charter and title of Bank of America, National Association. Bank of America, N.A., as successor in interest to LaSalle National Bank, is therefore the trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2.

L. The Note and Mortgage and all other Loan Documents are currently in default. Lender has accelerated the principal amount due under the Note, and as a result, all principal and accrued but unpaid interest under the Note, is now fully due and payable.

M. The current fair market value of the Property is less than the total of all amounts outstanding under the Note and the Mortgage.

N. Lender acknowledges that the Property was leased to retailer Circuit City as tenant ("Tenant") under a bondable or absolute triple net lease (the "Lease") between Tenant and WEC 96D APPLETON-1 INVESTMENT TRUST, as successor in interest to Initial Borrower, and that pursuant to the terms of such Lease during Borrowers' ownership of the Property, (a) Tenant had sole possession and control of the Property and assumed every imaginable duty, obligation and risk related to the Property and (b) Borrowers did not have possession and control of the Property, and as a result Lender acknowledges that Borrowers assert that Borrowers had, and continue to have, no knowledge whatsoever of the operation, management and maintenance of the Property.

O. The parties hereto desire to resolve all rights, duties and obligations relating to the Loan Documents and the loan evidenced thereby by providing for the conveyance of the Property to Lender, or its nominee, by Borrower under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Recitals (which are hereby incorporated into and shall be deemed a part of this Agreement), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all parties, the parties agree as follows:

1. Closing. As of the execution of this Agreement by both Borrowers and Lender ("Closing"), the following shall occur:

1.01 WEC 96D APPLETON-1 INVESTMENT TRUST shall execute, acknowledge, and deliver to Lender or Lender's nominee the Deed in Lieu of Foreclosure in the form attached hereto as Exhibit B and made a part hereof ("Deed of Leasehold and Improvements"), conveying its interest in the Property to Lender, or its nominee, subject only to the title exceptions set forth on Exhibit B to said Deed ("Permitted Exceptions");

1.02 WEC 96D APPLETON-1 INVESTMENT TRUST shall execute and deliver to Lender or Lender's nominee the Wisconsin Real Estate Transfer Return, Owner's Affidavit, and Estoppel Affidavit associated with the Deed of Leasehold and Improvements in the forms attached hereto as Exhibit C and made a part hereof;

1.03 WEC 96D APPLETON-2 INVESTMENT TRUST shall execute, acknowledge, and deliver to Lender or Lender's nominee the Deed in Lieu of Foreclosure in the form attached hereto as Exhibit D and made a part hereof ("Deed of Land Reversion"), conveying its interest in the Property to Lender, or its nominee, subject only to the Permitted Exceptions set forth on Exhibit B to said Deed;

1.04 WEC 96D APPLETON-2 INVESTMENT TRUST shall execute and deliver to Lender or Lender's nominee the Wisconsin Real Estate Transfer Return, Owner's

Affidavit, and Estoppel Affidavit associated with the Deed of Land Reversion in the forms attached hereto as Exhibit E and made a part hereof;

1.05 Borrowers and Lender shall execute and deliver a Blanket Assignment and Bill of Sale in the form attached hereto as Exhibit F and made a part hereof, conveying to Lender, or its nominee, all personalty included in the Property and other rights set forth therein, subject only to the Permitted Exceptions;

1.06 Borrowers shall execute and deliver the Notice and Termination of Lease in the form attached hereto as Exhibit G and made a part hereof;

1.07 Borrowers shall execute and deliver to Lender, or its nominee, a FIRPTA Affidavit in the form attached hereto as Exhibit H and made a part hereof;

1.08 Borrowers shall execute and deliver to Lender, or its nominee, an assignment of any and all claims filed against Circuit City Stores, Inc. in the U.S. Bankruptcy Court of the Eastern District of Virginia Richmond, Bankruptcy Petition #: 08-35653-KRH ("Circuit City Claims"), in the form attached hereto as Exhibit I;

1.09 Borrowers shall deliver to Lender, or its nominee, possession of the Property, subject only to the Permitted Exceptions;

1.10 Borrowers shall instruct its agents to turn over all keys or similar devices used to gain access to the improvements, if any; and

1.11 Borrowers shall deliver to Lender evidence reasonably satisfactory to Lender of the authority of the person executing this Agreement and any documents described therein on such party's behalf.

2. Prorations and Expenses. At Closing:

2.01 All rental income and other receivables of any kind or nature collected or received after the date hereof in connection with the Property, including any income from the Circuit City Claims, regardless of the period of time to which such payments apply, shall be the sole and exclusive property of Lender, Borrowers hereby assigning to Lender, or its nominee, its right to receive or collect any such delinquent rentals or other receivables.

2.02 Intentionally deleted.

3. Agreements of Lender. Lender agrees as follows:

3.01 Lender hereby acknowledges and states that, upon closing and consummation of the transaction herein contemplated, Borrowers shall have no personal liability for the loan evidenced by the Loan Documents or for the failure to pay any sum due under the Note, or the Mortgage, or the failure to perform any of the obligations specified in the Loan Documents, and that Lender has no claim or cause of action against Borrowers personally arising out of or in connection with the Loan Documents (including, but not limited to, a deficiency judgment). Lender hereby further covenants that it will not seek any such recovery under or in connection with the Loan Documents other than the expressly retained right to proceed to foreclose against any and all collateral presently securing the Note, including, but not limited to, its right to foreclose pursuant to the Mortgage.

3.02 Except for the agreements of Borrowers contained herein, Lender, on behalf of itself and its successors and assigns, hereby fully, finally and completely, RELEASES and FOREVER DISCHARGES, Borrowers and WEC 96D APPLETON INVESTMENT TRUST, and each of the three entities respective predecessors, successors, assigns, affiliates, employees and partners (in any capacity, including, without limitation, any capacity as guarantor), beneficiaries, trustee, officers, directors, shareholders, affiliates, attorneys, managers, and agents, past, present and future, and their respective heirs, successors and assigns (collectively and individually the "Borrowers Released Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, actions, and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, which Lender may now have or claim to have against the Borrowers Released Parties arising out of or based upon the Property, or relating to any other event, act, occurrence or matter whatsoever in connection with the transaction evidenced by the Loan Documents; provided, however, that Lender does not waive or relinquish and expressly retains:

3.02.1 Any right to such cause of action, claim, remedy, or relief arising out of or based on the covenants, warranties (including specifically, but without limitation, warranties of title), representations, indemnifications or obligations of the parties under this Agreement or any document, instrument or agreement executed in connection herewith;

3.02.2 Any right to such cause of action, claim, remedy, or relief arising out of or based on Section 11.1 of the Loan Agreement dated November 27, 1996; and

3.02.3 Any right to foreclose any lien or security interest created or evidenced by any of the Loan Documents. Further, the foregoing release shall not operate to eliminate or discharge any indebtedness to the extent necessary to permit Lender to foreclose any lien or security interest created or evidenced by any of the Loan Documents, but such indebtedness being without personal liability as aforesaid.

3.03 Except as stated in clauses 3.02.1 and 3.02.2 above, the above release contained in Paragraph 3.02 is intended to be, and is, a full, complete and general release in favor

of the Borrowers Released Parties, with respect to all claims, demands, actions, causes of action and other matters described in Paragraph 3.02 above including, without limitation, any claims, demands or causes of action based upon allegations of, for, or in connection with, but not limited to, breach of fiduciary duty, breach of any alleged duty of fair dealing or good faith, breach of confidence, undue influence, duress, economic coercion, usury, conflict of interest, intentional tort, negligence, cross negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with partnership governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, fraud, misrepresentation, conspiracy or any other theory, cause of action, occurrence, matter or thing which might give rise to liability upon the Borrowers Released Parties arising out of the Loan Documents or the transaction evidenced by the Loan Documents.

3.04 Lender understands and agrees that the closing occurrences set forth in Paragraph 1 and the foregoing release contained in Paragraph 3.02 are in full satisfaction for the agreements of Lender contained herein and that Lender will receive no further consideration for such release, and agrees not to assert or prosecute any further claims or lawsuits against the Borrowers Released Parties, whether specifically named or identified, with respect to any matter covered by Paragraphs 3.02 and 3.03 above. Any and all claims intended to be released as provided above against the Borrowers Released Parties and not specifically named or identified are hereby assigned in full to such party hereby intended to be released.

4. Release of Lender. The Borrowers Released Parties agree as follows:

4.01 Except for the agreements of Lender set forth herein, the Borrowers Released Parties hereby fully, finally and completely RELEASE and FOREVER DISCHARGE Lender and its predecessors, successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, "Lender, et al"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state and federal jurisdiction, and whether or not the economic effect of such alleged matters arise or are discovered in the future, which the Borrowers Released Parties now have or may claim to have against Lender, et al connected with or relating to the loan evidenced by the Loan Documents, the Property, or relating to any other event, act, occurrence, or matter whatsoever in connection with the transaction evidenced by the Loan Documents.

4.02 The above release is intended to be, and is, a full, complete and general release in favor of Lender, et al with respect to all claims, demands, actions, causes of action and other matters described in Paragraph 4.01 above including, without limitation, any claims, demands or causes of action based upon allegations of, for, or in connection with, but not limited to, breach of fiduciary duty, breach of any alleged duty of fair dealing or good faith, breach of confidence, undue influence, duress, economic coercion, usury, conflict of interest, intentional tort, negligence, gross negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious

interference with contractual relations, tortious interference with partnership governance or prospective business advantage, breach of contract, deceptive trade practices, libel, slander, fraud, misrepresentation, conspiracy or any other theory, cause of action, occurrence, matter or thing which might give rise to liability upon Lender, et al, in connection with the transaction evidenced by the Loan Documents.

4.03 The Borrowers Released Parties understand and agree that the foregoing general release is in full satisfaction for the agreements of Lender contained herein and that they will receive no further consideration for such release, and agree not to assert or prosecute any further claims or lawsuits against any party included within Lender, et al, whether specifically named or identified, with respect to any matter covered by Paragraphs 4.01 and 4.02 above. Any and all claims intended to be released as provided above against any party included within the term Lender, et al., and not specifically named or identified are hereby assigned in full to such party hereby intended to be released.

5. Representation and Warranties of Borrower.

5.01 As of the date of Borrowers' execution of this Agreement, Borrowers represent and warrant to Lender as follows:

5.01.1 WEC 96D APPLETON-1 INVESTMENT TRUST is a Delaware business trust duly organized and validly existing under the laws of the State of Delaware.

5.01.2 CATAMOUNT EXCHANGE CORPORATION, a Delaware corporation duly organized and validly existing under the laws of the State of Delaware, is the trustee of WEC 96D APPLETON-1 INVESTMENT TRUST and has the full power and authority to bind WEC 96D APPLETON-1 INVESTMENT TRUST to the terms hereof and the agreements and documents executed in connection herewith.

5.01.3 John H. O. LaGatta, a natural person, is the President of CATAMOUNT EXCHANGE CORPORATION and has the full power and authority to bind CATAMOUNT EXCHANGE CORPORATION, as trustee of WEC 96D APPLETON-1 INVESTMENT TRUST, to the terms hereof and the agreements and documents executed in connection herewith.

5.01.4 WEC 96D APPLETON-2 INVESTMENT TRUST is a Delaware business trust duly organized and validly existing under the laws of the State of Delaware.

5.01.5 CATAMOUNT EXCHANGE CORPORATION, a Delaware corporation duly organized and validly existing under the laws of the State of Delaware, is the trustee of WEC 96D APPLETON-2 INVESTMENT TRUST and has the full power and authority to bind WEC 96D APPLETON-2 INVESTMENT TRUST to the terms hereof and the agreements and documents executed in connection herewith.

5.01.6 John H. O. LaGatta, a natural person, is the President of CATAMOUNT EXCHANGE CORPORATION and has the full power and authority to bind CATAMOUNT EXCHANGE CORPORATION, as trustee of WEC 96D APPLETON-2 INVESTMENT TRUST, to the terms hereof and the agreements and documents executed in connection herewith.

5.01.7 The execution and delivery by Borrowers of this Agreement and the instruments contemplated hereby and the performance of its obligations hereunder and thereunder have been duly authorized and shall constitute legal, valid and binding obligations of Borrowers.

5.01.8 The execution and delivery of this Agreement and the instruments contemplated hereby, and compliance with the provisions hereof and thereof, will not conflict with or constitute a breach of, or a default under the agreements forming Borrowers or any applicable law, rule, regulation or order of any court, administrative agency, or other governmental entity, and will not conflict with, or constitute a breach of or default under, and will not cause the acceleration of any obligation under, any agreement or other instrument to which Borrowers are a party or by which Borrowers are bound or to which Borrowers or any portion of Borrowers' properties or assets are subject.

5.01.9 To Borrowers' actual knowledge, Borrowers are not a party to or bound by, nor is any portion of its properties or assets subject to, any agreement or other instrument, or subject to any other restriction or any applicable law, rule, regulation or order of any court, administrative agency or other governmental entity, which might result in an impairment of the rights or ability of Borrowers to perform its obligations under the terms of this Agreement or any instrument contemplated hereby.

5.01.10 To Borrowers' actual knowledge, Borrowers have not received notice of, and to the best knowledge of Borrowers there are no actions, suits, arbitrations, proceedings or investigations pending or threatened related to the Property which, either taken alone or in the aggregate, if adversely determined, would have an adverse effect on the business, operations or financial condition of Borrowers, or any of its property or assets, or which might result in any material impairment of the right or ability of Borrowers to perform its obligations under this Agreement or under any instrument contemplated hereby.

5.01.11 No court having jurisdiction has entered a decree or order for relief with respect to Borrowers, in any involuntary case under any bankruptcy, insolvency, or similar law or appointed a receiver, liquidator, assignor, custodian, trustee or similar official for Borrowers, or ordered the winding up or liquidation of the affairs of Borrowers, nor have Borrowers filed a petition for relief or commenced a voluntary case under any bankruptcy, insolvency or similar law, consented to the entry of an order for relief in an involuntary case under any such law, or consented to the appointment of, or taking of possession by, a receiver, liquidator, assignee, trustee, custodian, or similar official for Borrowers, nor have Borrowers made any general assignment for the benefit

of creditors or failed to pay its debts as they became due (as such debts relate to the Property), except as otherwise provided herein, nor has any order, judgment or decree been entered decreeing the dissolution of Borrowers. No authorization or approval of any governmental authority not heretofore obtained is required to be obtained by Borrowers in connection with the execution or delivery of this Agreement or the instruments contemplated hereby or the performance by Borrowers of its obligations hereunder or thereunder.

5.01.12 To Borrowers' actual knowledge, Borrowers are not in default in any respect under, or in breach in any respect of any applicable law, rule, regulation or order of any court, administrative agency, or other governmental entity, or any agreement or instrument (except for the default under the Loan Documents described herein), to which Borrowers are a party, or by which Borrowers may be bound or to which any portion of its property or assets may be subject..

5.01.13 Borrowers have filed all tax returns prior to which are required by federal or state law to be filed and to Borrowers' actual knowledge have paid all income, franchise, sales, use, employment, and property taxes that have become due.

5.01.14 Intentionally deleted.

5.01.15 Except for the Permitted Exception, or as otherwise expressly disclosed in this Agreement, Borrowers have no liabilities, obligations or commitments of any nature, whether absolute, accrued, contingent or otherwise with respect to the Property that have not been expressly disclosed to Lender in writing.

5.01.16 To Borrowers' actual knowledge, collectively, Borrowers own the Property in fee simple and there are no existing liens, encumbrances, agreements, encroachments, overlaps, special assessments, claims, leases, tenancies, other adverse interests or defects upon or affecting the Property, except for the Permitted Exceptions and as otherwise set forth in the Loan Documents. Upon the conveyance of the Property to Lender, or its nominee, as herein provided, Lender, or its nominee, will acquire and have good and indefeasible title thereto, subject to no pledge, security interest, mortgage, option, conditional sales contract, charge, lien, adverse claim, or encumbrance of any kind whatsoever, except for the Permitted Exceptions.

5.01.17 To Borrowers' actual knowledge, Borrowers have not received any notice of any pending condemnation proceeding or sale in lieu thereof, or threatened rezoning which has the Property or any portion thereof as its subject matter, and Borrowers have no knowledge of any such proceeding contemplated by any governmental or quasi-governmental authority.

5.01.18 To Borrowers' actual knowledge, the Property is in compliance with all applicable governmental laws, rules, ordinances and regulations, including specifically, without limitation, all environmental laws, rules, ordinances and

regulations, and to Borrowers' actual knowledge, Borrowers have not received notice that the Property does not comply therewith.

5.01.19 Intentionally deleted.

5.01.20 Intentionally deleted.

5.01.21 The Recitals of this Agreement are true and correct in all materials respects.

5.01.22 To Borrowers' actual knowledge, except for normal and customary cleaning, janitorial and other materials normally used by tenants in the operation of their business and standard business machines, there has been, and at Closing there will be, no presence, use, generation, release, production, disposal, management, migration or storage on the Property of any Hazardous Materials or any other activity which could have toxic results, and there is no proceeding or inquiry by any Authority with respect thereto. For purposes of this Agreement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by the City, County or any other local governmental authority, the State, the United States Government, or any quasi-governmental body or agency. The term "Hazardous Materials" includes, without limitation, any material or substance which is (a) petroleum, (b) asbestos, (c) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to § 307 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (d) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (e) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), or (f) defined as a "hazardous waste," a "hazardous substance," a "hazardous material" or "toxic material" under any other governmental regulation applicable to the Property.

5.01.23 To Borrowers' actual knowledge, the Borrowers have received no notice from any state environmental agency, the United States Environmental Protection Agency or any other governmental authority claiming that (a) the Property or any use thereof violates any of the Environmental Legal Requirements or (b) the Borrowers or any of its tenants, employees or agents have violated any Environmental Legal Requirements. For purposes of this Agreement, the term "Environmental Legal Requirements" shall mean all applicable past (which have current effect), present, or future federal, state, county, or local laws, by-laws, rules, regulations, codes and ordinances, or any judicial or administrative interpretations thereof, and the requirements of any governmental agency or authority having or claiming jurisdiction with respect thereto, applicable to the regulation or protection of the environment, the health and safety of persons and property and all other environmental matters, including, but not limited to, the existence, use, discharge, release, threat of release, transportation, generation, storage, management, or disposal of Hazardous Materials.

5.01.24 To Borrowers' actual knowledge, the Borrowers have incurred no liability to the State of Wisconsin, the municipality where the Property is located, the United States of America, or any other governmental authority under any of the Environmental Legal Requirements.

5.01.25 To Borrowers' actual knowledge, there are no actions or orders threatened or instituted by any person or governmental authority arising out of or in connection with the Environmental Legal Requirements involving the assessment, monitoring, cleanup, containment, remediation or removal of or damages caused or alleged to be caused by any Hazardous Materials generated, stored, transported, utilized, disposed of, managed, released or located on, under or from the Property.

5.01.26 To Borrowers' actual knowledge, there are no underground storage tanks on the Property.

5.02 The foregoing warranties and representations shall be deemed to be made as of the date of Borrowers' execution of this Agreement and shall survive Closing and be and remain binding upon Borrowers. As used in this Agreement, the phrase "Borrowers' actual knowledge" will be limited to the actual knowledge of John H. O. La Gatta where John H. O. La Gatta has received actual written notice, without duty of inquiry or investigation into the matter to which such actual knowledge or the absence thereof pertains. "Borrowers' actual knowledge" will not be construed to refer to the knowledge of any other agent, employee, officer or principal of Borrowers or any affiliate of Borrowers, or to impose upon John H. O. La Gatta any individual personal liability for any breach of any representation or warranty in this Agreement. In the event any of the representations and warranties made by Borrowers herein become untrue between the date of Borrowers' execution of this Agreement and the recordation of the Deeds, Borrowers shall disclose to Lender any such representation and warranty and such disclosure shall not be deemed a breach hereunder and Borrowers, or any partner, trustee or beneficiary of Borrowers, and John H. O. La Gatta shall have no liability in connection with same.

5.03 Borrowers agree to indemnify and hold Lender, and its nominee, free and harmless from and against any losses, damages, costs and expenses (including without limitation attorneys' fees) incurred by Lender, or its nominee, as a direct or indirect result of (i) breach of any representation or warranty of Borrowers or (ii) any breach or default by Borrowers under any of the covenants or agreements contained in this Agreement. To the extent permitted by applicable law, the obligations of Borrowers under this Paragraph 5.03 shall survive Closing of this transaction.

6. Obligations of Borrowers. Borrowers acknowledge and agrees that the acceptance by Lender, or its nominee, of title to the Property pursuant to the terms of this Agreement shall not create any obligations on the part of Lender, or its nominee, to third parties that have claims of any kind whatsoever against Borrowers or the Property, and that Lender, or its nominee, does not assume or agree to discharge any liabilities pertaining to the Property that accrued prior to the date hereof; Borrowers agree to indemnify and hold Lender, and its nominee, free and harmless from and against any losses, damages, costs or expenses (including without

limitation attorneys' fees), pertaining to claims and liabilities relating to the Property resulting from events that occurred prior to the date hereof. No person not a party to this Agreement shall have any "third-party beneficiary" or other right hereunder except as relates to the Borrowers Released Parties and Lender, et al. Nothing contained herein shall be construed to constitute Lender, or its nominee, a partner, limited partner, joint venturer or agent of Borrowers.

7. Absolute Conveyance. Borrowers hereby acknowledge and agree that the conveyance of the Property to Lender, or its nominee, according to the terms of this Agreement, is an absolute conveyance of all of the Property in fact, as well as form, and is not intended as a mortgage, trust conveyance, deed of trust or security instrument of any kind; that the consideration for such conveyance is exactly as recited herein; and that after the date hereof, Borrowers will not have any further interest (including rights of redemption) or claims in and to the Property or to the proceeds and profits that may be derived therefrom. Borrowers hereby agree that the conveyance of the Property includes, and that Lender, or its nominee, shall be entitled to retain, any tax, insurance or other escrows established in connection with the Loan Documents.

8. No Merger. The parties hereto acknowledge and agree that, notwithstanding the execution of this Agreement by Lender and the acceptance by Lender or its nominee of the conveyance of the Property as herein envisioned, the Note and the Mortgage and all other Loan Documents shall remain in full force and effect after the transaction contemplated by this Agreement has been consummated. The parties hereto further acknowledge and agree that the interest of Lender in the Property under all the conveyances provided for hereunder shall not merge with the interest of Lender in the Property under the Loan Documents and shall at all times remain SEPARATE and DISTINCT. It is the express intention of the parties hereto that the liens and security interests evidenced by the Loan Documents shall be and remain at all times valid and continuous liens and security interests on the Property.

9. Covenant as to Further Assurances. Borrowers covenant that it will, at Closing, and from time to time thereafter, execute and deliver such further instruments and take such further action as may be reasonably requested by Lender to carry out the purposes of this Agreement.

10. Severability of Provisions. A determination that any provision of this Agreement which is of an immaterial nature is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

11. Binding Effect. The terms, provisions, representations and warranties herein contained shall inure to the benefit of, and bind the parties hereto and their respective heirs, devisees, representatives, successors and assigns.

12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts

shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

13. Sole Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

14. Exhibits and Schedules. The following schedules or exhibits attached hereto ("Exhibits") shall be deemed to be an integral part of this Agreement:

- 14.01 Exhibit A - Legal Description of the Property
- 14.02 Exhibit B - Deed of Leasehold and Improvement
- 14.03 Exhibit C - Deed of Leasehold and Improvement associated documents
 - 1) Wisconsin Real Estate Transfer Return
 - 2) Owner's Affidavit
 - 3) Estoppel Affidavit
- 14.04 Exhibit D - Deed of Land Reversion
- 14.05 Exhibit E - Deed of Land Reversion associated documents
 - 1) Wisconsin Real Estate Transfer Return
 - 2) Owner's Affidavit
 - 3) Estoppel Affidavit
- 14.06 Exhibit F - Blanket Assignment and Bill of Sale
- 14.07 Exhibit G - Notice and Termination of Lease
- 14.08 Exhibit H - FIRPTA Affidavit
- 14.09 Exhibit I - Assignment of Circuit City Claims

15. Attorneys' Fees. In the event of any controversy, claim or dispute between Lender and Borrowers affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' and accountants' fees.

16. Applicable Law. This Agreement is performable in Outagamie County, Wisconsin, and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Wisconsin. All parties hereto each hereby irrevocably submits to the jurisdiction of any state, or federal court sitting in Outagamie County, Wisconsin, in any account or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in Outagamie County, Wisconsin.

17. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that

any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments thereto.

18. Approval by Lender. Borrowers recognize, understand and agree that this Agreement shall not be binding upon Lender unless and until the same has been executed by a representative of Lender. Borrowers further recognize, understand and agree that Lender may, for whatever reason and in its sole discretion, not execute this Agreement, in which case this Agreement shall not be binding on any party. Borrowers further recognize, understand and agree that it cannot and will not rely on any representation, assertion or action other than the execution of this Agreement by Lender as indicating or evidencing Lender's intent or desire to be bound by the terms and provisions of this Agreement.

19. Miscellaneous. Within this Agreement, use of the defined term "Borrowers" shall be held and construed to include each Borrower individually, as well as collectively. Words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Captions in this Agreement are intended for convenience only and are not to be considered in interpreting the provisions hereof. The parties agree that time is of the essence with respect to this Agreement.

20. Confidentiality and Non-Disclosure. Lender and Borrowers agree that, without the prior written consent of the other party, this Agreement may not be disclosed, copied, duplicated or distributed to any party other than the parties hereto and their respective accountants, officers and attorneys, provided said accountant, officers and attorneys confirm their respective agreement to be bound by the provisions of this Section 20. Lender and Borrowers agree that the terms of this Agreement and the terms of any documents executed in connection herewith shall not be disclosed to any other party whosoever, other than in accordance with the preceding sentence, except as required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of AUGUST 14, 2009, (the "Effective Date") although not necessarily executed on such date.

BORROWERS:

WEC 96D APPLETON-1 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

Executed as of: AUGUST 14, 2009

WEC 96D APPLETON-2 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

Executed as of: AUGUST 14, 2009

LENDER:

**BANK OF AMERICA, N.A.,
AS TRUSTEE FOR THE REGISTERED HOLDERS
OF GMAC COMMERCIAL MORTGAGE
SECURITIES, INC., MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-C2**

By: Michael Camp
Name: Michael Camp
Its: for vice president

EXHIBIT A
Legal Description

PARCEL 1

LOT TWO (2) ACCORDING TO CERTIFIED SURVEY MAP NO. 2339 FILED IN VOLUME 12 OF CERTIFIED SURVEY MAPS ON PAGE 2339 AS DOCUMENT NO. 1167181; BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2237 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2237 AS DOCUMENT NO. 1156890; BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

LOT ONE (1) ACCORDING TO CERTIFIED SURVEY MAP NO. 2233 FILED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 2233 AS DOCUMENT NO. 1156313; BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, LESS AND EXCEPT ANY RIGHT OR INTEREST IN AND TO THE APPURTENANT EASEMENTS CREATED PURSUANT TO INSTRUMENT RECORDED IN JACKET 16942, IMAGE 22, AS DOCUMENT NO. 1157867.

PARCEL 2

OUTLOT TWO (2) OF CERTIFIED SURVEY MAP NO. 2340 FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN, IN VOLUME 12 OF CERTIFIED SURVEY MAPS, ON PAGE 2340, AS DOCUMENT NO. 1167182 AND BEGIN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

PARCEL 3

EASEMENT FOR INGRESS, EGRESS, PARKING AND UTILITIES AS SET FORTH IN OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 18, 1995 AND RECORDED DECEMBER 26, 1995 IN JACKET 17578 IMAGE 1 TO JACKET 17579 IMAGE 4 AS DOCUMENT NO. 1175271 OVER AND ACROSS LOT 1 OF CERTIFIED SURVEY MAP NO. 2339 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2339 AND ALL OF OUTLOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2340 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2340, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

THE ABOVE DESCRIBED PARCEL 1, 2, AND 3, INCLUDE ALL OF THE PROPERTY CONVEYED TO CIRCUIT CITY STORES, INC., A VIRGINIA CORPORATION, BY DEEDS RECORDED IN J17577 IMAGE 39-42 AS DOCUMENT NO. 1175270 AND IN J17884 IMAGE 59 AS DOCUMENT NO. 1183694.

Tax Key Numbers 10-1-1217-11 and 10-1-1217-08

Exhibit A

EXHIBIT B

Deed of Leasehold and Improvements

Exhibit B

**SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE**

Document Number

Recording Area

Name and Return Address

Matthew D. Fortney, Esq.
Quarles & Brady LLP
33 East Main Street, Suite 900
P.O. Box 2113
Madison, WI 53701-2113

Part of 101121711 and 101121708
Parcel Identification Number (PIN)

This is not homestead property.

SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

WHEREAS, WEC 96D APPLETON-1 INVESTMENT TRUST, a Delaware business trust ("Grantor") is the fee simple owner of the real estate in the Town of Grand Chute, Outagamie County, Wisconsin, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

WHEREAS, Grantor desires to convey to Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 ("Grantee") all of its right, title and interest in and to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED and by this deed does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER AND DELIVER unto Grantee, all of its right, title and interest in and to the Property.

TO HAVE AND TO HOLD together with all rights and appurtenances thereto belonging, unto the said Grantee, its successors and assigns forever; and Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except as to municipal and zoning ordinances, recorded building and use restrictions and covenants, recorded easements, property taxes not yet due and payable, and those matters listed on **Exhibit B** attached hereto and incorporated herein by reference, except that the parties expressly agree that any liens and mortgages set forth on **Exhibit B** which are held by Grantee shall not merge into the fee title to the Property.

The Grantor acknowledges and agrees as follows:

1. That this document constitutes an absolute conveyance of all of its right, title and interest in and to the Property, in fact as well as form, and is not intended as a mortgage or security instrument of any kind;
2. That Grantor has no further interest (including any right of redemption, which Grantor specifically waives) or claims in and to the Property, or to the proceeds and profits that may be derived therefrom;
3. That this document has been executed and delivered at the request of Grantor, that in executing this deed, Grantor is not acting under any duress, undue influence or misrepresentation by Grantee, its agents, attorneys or employees, and that the execution hereof represents the free and voluntary act of Grantor;

4. That the consideration paid by Grantee to Grantor contemporaneously herewith, consists of Grantee's agreement to cancel certain obligations of Grantor pursuant to, and as set forth in, a separate Deed-In-Lieu Agreement under the mortgage described on Exhibit B hereto, and Grantee's covenant not to sue Grantor pursuant to, and as set forth in, a separate Deed-In-Lieu Agreement with respect to the mortgage described on Exhibit B thereby foregoing additional costs and expenses that would be incurred by Grantor (provided that Grantee's covenant not to sue shall not operate to extinguish any of the indebtedness evidenced by item 1 on the attached Exhibit B or the promissory note secured by item 1 on the attached Exhibit B), all of which constitute full and fair consideration for the conveyance of the Property by Grantor;

5. That the Grantor has consulted with its own legal counsel concerning the consequences of this conveyance, or has knowingly declined to do so but acknowledges that it understands, among other things, including that it will not be entitled to redeem its interest in the Property, or claim any interest in the Property after the execution and delivery hereof; and

6. That the Property is not homestead property.

(Signature and Acknowledgment appear on the following page.)

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed in
Lieu of Foreclosure this 14 day of ~~July~~^{August}, 2009.

WEC 96D APPLETON-1 INVESTMENT
TRUST,
a Delaware Business Trust

By: CATAMOUNT EXCHANGE
CORPORATION,
a Delaware corporation, which is its
trustee

By: 8-14-09
Name: John H. O. LaGatta
Its: President

ACKNOWLEDGMENT

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

Personally came before me on AUGUST 14, 2009, the above
named John H. O. LaGatta, as President of Catamount Exchange Corporation, to me
known to be the person who executed the foregoing instrument and acknowledge the
same.

Jeanie G. Turner Notary SIGNATURE
Printed Name: JEANIE G. TURNER
Notary Public, State of NEVADA
My Commission expires: April 24, 2012



Drafted by: Matthew D. Fortney, Quarles & Brady LLP

EXHIBIT A

THE PROPERTY

The buildings, improvements (including without limitation landscaping) and building fixtures and building equipment located on the real property located in Outagamie County, Wisconsin, and more particularly described below (the "Land"), and hereafter erected thereon and all personal property therein whether below or above grade level, (ii) all easements, rights and appurtenances relating to the Land, (iii) all the right, title and interest of Grantor, if any, in and to the lease, dated as of November 25, 1996, between WEC 96D APPLETON INVESTMENT TRUST, as Landlord, and Circuit City Stores, Inc., a Virginia corporation, as Tenant, and (iv) the estate for years referred to in Exhibit B attached to the Special Warranty Deed, dated as of November 27, 1996, from WEC 96D APPLETON INVESTMENT TRUST to WEC 96D APPLETON-2 INVESTMENT TRUST, such Special Warranty Deed being recorded in the Office of the Register of Deeds, Outagamie County, Wisconsin, on July 16, 1997 as document number 1234083.

The Land consists of:

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County, Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in

Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694

This Property is also described as follows:

All buildings, improvements (including without limitation landscaping) and building fixtures and building equipment thereon and hereafter erected thereon and all personal property therein whether below or above grade level, and located on the following described lands:

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Address: 4635 West College Avenue
Tax Key No. 101121711

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County, Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Address: West Eighth Street
Tax Key No. 101121708

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and

across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694.

EXHIBIT B

EXCEPTIONS TO WARRANTY OF TITLE

1. Mortgage, Security Agreement and Fixture Financing Statement and the Terms and Conditions thereof, from WEC 96D Appleton Investment Trust, a Delaware business trust to First Security Bank, National Association, as Pass Through Trustee under Pass Through Trust Agreement dated November 27, 1996, known as the Circuit City - Staubach Pass Through Trust, Series 1996-A for \$4,941,160.29 dated November 27, 1996 and recorded on December 4, 1996 in the Office of the Register of Deeds for Outagamie County, Wisconsin, in Jacket 18925, Image 47, as Document No. 1211607. Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement recorded on March 27, 1997 in Jacket 19296, Image 22, as Document No. 1221266. Assignment and Assumption Agreement recorded on July 16, 1997 as Document No. 1234085. Said mortgage was assigned by First Security Bank, as Pass-Through Trustee to LaSalle National Bank, as Trustee by an Assignment of Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement recorded on May 11, 1999 as Document No. 1325520.

2. Assignment of Leases and Rents recorded on December 4, 1996 in Jacket 18926, Image 07, as Document No. 1211608. Assignment and Assumption Agreement recorded on July 16, 1997 as Document No. 1234085. Said Assignment of Leases and Rents was assigned by First Security Bank, as Pass-Through Trustee to LaSalle National Bank, as Trustee by an Assignment of Assignment of Leases and Rents recorded on May 11, 1999 as Document No. 1325519.

3. Unpaid general real estate taxes for the year 2008 in the sum of \$518.40, plus interest and penalty. (Tax Key No. 101121708).

4. Unpaid general real estate taxes for the year 2008 in the sum of \$58,179.73, plus interest and penalty. (Tax Key No. 101121711).

EXHIBIT C

Deed of Leasehold and Improvement associated documents

- 1) Wisconsin Real Estate Transfer Return
- 2) Owner's Affidavit
- 3) Estoppel Affidavit

Exhibit C

STAPLE
ATTACHMENTS
HERE

**Wisconsin
Real Estate Transfer Return – Confidential**



To complete see *Instructions for Real Estate Transfer Return PE-500A*.

Submit original form to Register of Deeds with document(s) to be recorded. Completely fill in all appropriate areas. **TYPE or PRINT** clearly in **BLACK INK**, and use **ALL UPPERCASE LETTERS**. If typing form, type through vertical character lines.

I. GRANTOR (Seller) If more than ONE (1) grantor, check box at left and list on attached addendum. Note: Lines 67-72 must be completed with grantor's address.

1. Your Last Name or Company Name Note: For this purpose a married couple is one grantor if same last name (see line 2).

WEC 96D APPLETON-1 INVESTMENT TRUST

2. Your First Name(s) and Middle Initial(s) – If a married couple, show both first names and middle initials.

3. Social Security Number or FEIN

51-6506812

II. GRANTEE (Buyer) If more than ONE (1) grantee, check box at left and list on attached addendum.

4. Your Last Name or Company Name Note: For this purpose a married couple is one grantee if same last name (see line 5).

SEE ATTACHED ADDENDUM

5. Your First Name(s) and Middle Initial(s) – If a married couple, show both first names and middle initials.

6. Social Security Number or FEIN

26-4271245

C/O CAPMARK FINANCE INC.

7. Street or Fire Number, if any

7a. Street Name, PO Box, or Other Address (enter "PO Box" and Box Number)

700

N. PEARL STREET

8. City

9. State

10. Zip Code

DALLAS

TX

75201

☒ TO RECEIVE TAX BILL AT ANOTHER ADDRESS, check here and complete Section X, page 2.

III. PROPERTY TRANSFERRED

11. Indicate: City Village ☒ Town ☒ Check if additional parcels and list on attached addendum.

12. Name of the City/Village/Town

13. County Name

GRAND CRUTE

OUTAGAMIE

14. Physical Property Address or Road Address (description)

4635 WEST COLLEGE AVENUE

15. Tax Parcel Number as it appears on Property Tax bill (see instructions)

101121711 and 101121708

16. Property Description: lot – block – plat, Certified Survey Map (CSM), or other designation; if description will not fit here, add attachment (see instructions)

SEE ATTACHED ADDENDUM

17a. Section (primary)

17b. Township (primary)

17c. Range (primary)

Check here if more than one lot and block, or if legal description is metes and bounds or certified survey map; attach legal description as an addendum (see instructions).

29

21N

17E

IV. COMPUTATION OF FEE OR STATEMENT OF EXEMPTION

18. Total value of REAL ESTATE transferred (round up to the nearest \$100)

\$ 2,300,000

IN WHOLE DOLLARS

19. Transfer fee due (line 18 X .003)

\$

DOLLARS

0.

CENTS

00

20. Transfer Exemption Number, SEC 77.26

14

20a. If you enter "003" or "017," it is mandatory to provide your previous document number.

20b. Date of Original Land Contract

MONTH

DAY

YEAR

21. Value of personal property transferred but EXCLUDED from line 18.

\$ 0.00

IN WHOLE DOLLARS

22. Value of property exempt from local property tax INCLUDED on line 18.

\$

IN WHOLE DOLLARS

V. TO BE COMPLETED BY AUTHORIZED COUNTY/LOCAL OFFICIAL

23. Document Number

24. Volume/Jacket

25. Page/Range

26. Date Recorded

27. Date of Conveyance

MONTH

DAY

YEAR

MONTH

DAY

YEAR

28. Conveyance Code

29. Warranty/Condo Deed

30. Land Contract

31. Quit Claim Deed

32. Other (explain) →

33. County (1)

34. Municipality (1)

35. County (2)

36. Municipality (2)

Check if more than two (2) municipalities; if so, refer to instructions

→

37. Is this a split parcel? (see instructions)

Yes

No

38. Enter number of acres for each parcel classification and check a preceding box to show predominant classification.

1 (Residential)

2 (Commercial)

3 (Manufacturing)

4 (Agricultural)

5 (Swamp/Waste)

6 (Forest)

7 (Other)

39. Assessment Year

40. Land

41. Improvements

42. Total Assessment

\$

\$

\$

Wisconsin Real Estate Transfer Return



VI. TRANSFER									
39. Grantor/Grantee relationship is:	None	Partnership	Family →	If Family or Other, Explain					
	<input checked="" type="checkbox"/> Financial	Corp./Shareholder/ Subsidary	Other →						
40. Type of Transfer	Sale (includes original land contract)	Exchange Gift	Deed in satisfaction of land contract	<input checked="" type="checkbox"/> Other (explain) →	DEED IN LIEU OF FORECLOSURE				
41. Ownership interest transferred	<input checked="" type="checkbox"/> Full	Partial (explain)	Other (explain) →						
Ownership interest transferred may be a full interest of a full ownership; a full interest of a partial ownership; or other (explain).									
42. Does grantor retain any of the following rights?	<input checked="" type="checkbox"/> None	Life Estate	Easement	Other (explain) →					
43. Grantor is:	Individual	Corporation	Trust						
	Partnership	Limited Liability Company	<input checked="" type="checkbox"/> Other (specify) →	DELAWARE BUSINESS TRUST					
VII. GRANTEE'S FINANCING									
44. Check ALL boxes for all financing types that apply	Financial institution—Conventional	Financial institution—Government	Obtained from seller	Assumed existing financing	Other 3rd party financing	<input checked="" type="checkbox"/> No financing involved			
VIII. PHYSICAL DESCRIPTION AND GRANTEE'S PRIMARY USE OF PROPERTY									
45. Type of Property	Land only	Condominium	IMPROVEMENTS, EASEMENTS AND ESTATE FOR YEARS						
	Land and building(s)	<input checked="" type="checkbox"/> Other (specify)							
46a. Predominant Use	Single family	Multi-family →	No. of Units	Time Share Unit	Agricultural, if so, did the grantor own property for less than 5 years? →	Yes	46b. Check if Grantee's Primary Residence		
	<input checked="" type="checkbox"/> Commercial	Miscellaneous	If any boxes at left are checked, explain use here ↓						
	Utility	Manufacturing/ Telephone Company	RETAIL						
47. Estimated land area	If condominium, check here and proceed to line 50.	47a. Lot Size (ROUND TO NEAREST WHOLE FOOT)	47b. Total Acres	48. MFL/PFC/WTL Acres	49. Feet of Water Frontage				
		<input checked="" type="checkbox"/> FEET	<input checked="" type="checkbox"/> OR	5.4					
IX. ENERGY									
50. Is this property subject to the Residential Rental Weatherization Standards, COMM67?	<input checked="" type="checkbox"/> Yes	51. Exclusion Code →	W- 3	52. If W-12 provide document number where recorded					
X. CERTIFICATION—We declare under penalty of law, this return has been examined by us and to the best of our knowledge and belief it is true, correct and complete.									
53. Agent for	54. Agent's Name (if agent involved in sale)	55. Telephone Number							
<input checked="" type="checkbox"/> Grantor	JOHN H.O. LAGATTA								
56. Street or Fire Number, if any	56a. Street name, PO Box, or other address (enter "PO Box" and box number)	AREA CODE							
50	WEST LIBERTY STREET, SUITE 1080								
57. City	58. State	59. Zip Code							
RENO	NV	89501							
60. Preparer's Name or Firm Name	61. Telephone Number	AREA CODE							
MATTHEW FORTNEY, QUARLES & BRADY LLP	608-283-2651								
SEND TAX BILL TO: 62. Name CAPMARK FINANCE INC., ATTN: PEYTON INGE									
63. Street or Fire Number, if any	63a. Street Name, PO Box, or Other Address (enter "PO Box" and Box Number)								
700	N PEARL STREET								
64. City	65. State	66. Zip Code							
DALLAS	TX	75201							
67. Grantor's Street or Fire Number, if any	67a. Grantor (where grantor can be reached in the future) Street Name, PO Box, or Other Address (enter "PO Box" and Box Number)								
50	WEST LIBERTY STREET, SUITE 1080								
68. City	69. State	70. Zip Code							
RENO	NV	89501							
71. Dated	72. Telephone Number	74. Dated	75. Telephone Number						
8-14-09	775-324-2774	8/16/09	214/999-7078						
MONTH DAY YEAR	AREA CODE	MONTH DAY YEAR	AREA CODE						
8 14 2009		8 16 2009							
73. Signature of Grantor or Grantor's Agent (PLEASE ATTEMPT TO KEEP SIGNATURE WITHIN BOX)									
76. Signature of Grantee or Grantee's Agent (PLEASE ATTEMPT TO KEEP SIGNATURE WITHIN BOX)									
John H.O. LaGatta, President, Catamount Exchange Corporation, Trustee of Grantor									

ADDENDUM TO WISCONSIN REAL ESTATE TRANSFER RETURN
Grantor: WEC 96-D APPLETON-1 INVESTMENT TRUST

4. Grantee Company Name

Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2

16. Legal Description

The buildings, improvements (including without limitation landscaping) and building fixtures and building equipment located on the real property located in Outagamie County, Wisconsin, and more particularly described below (the "Land"), and hereafter erected thereon and all personal property therein whether below or above grade level, (ii) all easements, rights and appurtenances relating to the Land, (iii) all the right, title and interest of Grantor, if any, in and to the lease, dated as of November 25, 1996, between WEC 96D APPLETON INVESTMENT TRUST, as Landlord, and Circuit City Stores, Inc., a Virginia corporation, as Tenant, and (iv) the estate for years referred to in Exhibit B attached to the Special Warranty Deed, dated as of November 27, 1996, from WEC 96D APPLETON INVESTMENT TRUST to WEC 96D APPLETON-2 INVESTMENT TRUST, such Special Warranty Deed being recorded in the Office of the Register of Deeds, Outagamie County, Wisconsin, on July 16, 1997 as document number 1234083.

The Land consists of:

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Address: 4635 West College Avenue

Tax Key No. 101121711

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County,

Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Tax Key No. 101121708

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694.

First American Title Insurance Company

OWNER'S AFFIDAVIT

STATE OF Nevada)
) SS.
COUNTY OF Washoe)

COMMITMENT NOS. NCS-397279-MAD and NCS-384163-RTT

The undersigned owner(s), in consideration of selling (or mortgaging) the real estate described in the above referenced commitment and in consideration of First American Title Insurance Company issuing its policy(ies) of title insurance insuring an interest in or title to the real estate described herein, and being first duly sworn on oath, deposes, states and warrants, except as stated in Paragraph 7 below, that to the best of his knowledge:

1. The undersigned is President of CATAMOUNT EXCHANGE CORPORATION, a Delaware corporation, which is its trustee of WEC 96D APPLETON-1 INVESTMENT TRUST, a Delaware Business Trust, which is the owner of the real estate which is described as Parcel B in the above referenced commitments (hereinafter called "the property");
2. There are no encroachments of fences, buildings or other improvements to the property onto any easement or onto adjoining property, and no encroachments of any fences, buildings or other improvements of adjoining premises onto the property;
3. There are no unrecorded easements, party wall agreements, or rights-of-way which affect the property;
4. *During the last six months, no work has been done and no materials have been furnished in connection with the improvement of said property. There are no uncompleted buildings, structures or other improvement situated thereon;

~~*During the last six months work has been done and materials furnished in order to make improvements to the property, but that except as stated in Paragraph 7, all of said work and materials have been fully paid for and there are no claims or disputes in existence with reference thereto, that no notice of intent to lien has been given, and that waivers of lien from all appropriate parties are attached hereto.~~
5. Owner(s) is/are in sole possession of the property and that no other party has possession or has right of possession under any lease or other agreement, written or oral;
6. Since the effective date of the commitment referenced above, owner has not filed bankruptcy, received notice of any pending cause of action, conveyed or encumbered the property or is currently a party to any action that could result in the filing of any judgment or lien against the property.
7. Exceptions to above statements: NONE

[SIGNATURE ON FOLLOWING PAGE]

WEC 96D APPLETON-1 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

Subscribed and Sworn to before me this 14th
day of AUGUST, 2009

JEANIE G. TURNER
Notary Public, State of NEVADA
COUNTY OF WASHOE
My Commission expires/is: APRIL 24, 2012



Jeanie M. Turner NOTARY SIGNATURE

ESTOPPEL AFFIDAVIT

STATE OF Nevada)
) ss.
COUNTY OF Washoe)

John H. O. LaGatta, being first duly sworn on oath, deposes and states:

1. I am President of CATAMOUNT EXCHANGE CORPORATION, a Delaware corporation, which is its trustee of WEC 96D APPLETON-1 INVESTMENT TRUST, a Delaware Business Trust, which is the sole owner of the property described in the deed which is attached hereto as Exhibit A, and have personal knowledge of all of the facts recited herein.

2. I am authorized to make this affidavit as a duly elected President and sole stockholder of CATAMOUNT EXCHANGE CORPORATION.

3. That said deed relates to property in the Town of Grand Chute, Outagamie County, Wisconsin, as further described in the deed, and is an absolute conveyance of the title to the real estate described therein and that possession of the premises has been surrendered to the Grantee named therein. The legal description of the property is:

The buildings, improvements (including without limitation landscaping) and building fixtures and building equipment located on the real property located in Outagamie County, Wisconsin, and more particularly described below (the "Land"), and hereafter erected thereon and all personal property therein whether below or above grade level, (ii) all easements, rights and appurtenances relating to the Land, (iii) all the right, title and interest of Grantor, if any, in and to the lease, dated as of November 25, 1996, between WEC 96D APPLETON INVESTMENT TRUST, as Landlord, and Circuit City Stores, Inc., a Virginia corporation, as Tenant, and (iv) the estate for years referred to in Exhibit B attached to the Special Warranty Deed, dated as of November 27, 1996, from WEC 96D APPLETON INVESTMENT TRUST to WEC 96D APPLETON-2 INVESTMENT TRUST, such Special Warranty Deed being recorded in the Office of the Register of Deeds, Outagamie County, Wisconsin, on July 16, 1997 as document number 1234083.

The Land consists of:

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the

Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Address: 4635 West College Avenue
Tax Key No. 101121711

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County, Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Address: West Eighth Street
Tax Key No. 101121708

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694.

4. That the Grantor gave said deed as a free and voluntary act in consideration of the release of WEC 96D APPLETON-1 INVESTMENT TRUST of the monetary indebtedness secured by a Mortgage dated November 27, 1996 in the original principal amount of \$4,941,160.29, recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on December 4, 1996 as Document No: 121160, which refers to the Property.

5. That at the time of the conveyance the affiant believed and still believes that such consideration was in excess of the value of the real estate covered by said deed.

6. That the Grantor intended to pass the entire title to the Grantee by said deed and the Grantor makes no claim to said real estate or to any interest therein.

7. That the affiant makes this affidavit for the purpose of inducing First American Title Insurance Company to insure the title based upon said deed.

Further your affiant sayeth not.

WEC 96D APPLETON-1 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

STATE OF NEVADA
COUNTY OF WASHOE

Subscribed and sworn to before me
this 14 day of ~~July~~ ^{AUGUST}, 2009.

Jeanie G. Turner Notary SIGNATURE

Printed Name: JEANIE G. TURNER

Notary Public, State of NEVADA

My Commission: APRIL 24, 2012



Drafted by: Matthew D. Fortney, Quarles & Brady LLP

EXHIBIT D

Deed of Land Reversion

Exhibit D

**SPECIAL WARRANTY DEED
IN LIEU OF FORECLOSURE**

Document Number

Recording Area

Name and Return Address

Matthew D. Fortney, Esq.
Quarles & Brady LLP
33 East Main Street, Suite 900
P.O. Box 2113
Madison, WI 53701-2113

Part of 101121711 and 101121708

Parcel Identification Number (PIN)

This is not homestead property.

SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

WHEREAS, WEC 96D APPLETON-2 INVESTMENT TRUST, a Delaware business trust ("Grantor") is the fee simple owner of the real estate in the Town of Grand Chute, Outagamie County, Wisconsin, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

WHEREAS, Grantor desires to convey to Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 ("Grantee") all of its right, title and interest in and to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED and by this deed does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER AND DELIVER unto Grantee, all of its right, title and interest in and to the Property.

TO HAVE AND TO HOLD together with all rights and appurtenances thereto belonging, unto the said Grantee, its successors and assigns forever; and Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except as to municipal and zoning ordinances, recorded building and use restrictions and covenants, recorded easements, property taxes not yet due and payable, and those matters listed on **Exhibit B** attached hereto and incorporated herein by reference, except that the parties expressly agree that any liens and mortgages set forth on **Exhibit B** which are held by Grantee shall not merge into the fee title to the Property.

The Grantor acknowledges and agrees as follows:

1. That this document constitutes an absolute conveyance of all of its right, title and interest in and to the Property, in fact as well as form, and is not intended as a mortgage or security instrument of any kind;
2. That Grantor has no further interest (including any right of redemption, which Grantor specifically waives) or claims in and to the Property, or to the proceeds and profits that may be derived therefrom;
3. That this document has been executed and delivered at the request of Grantor, that in executing this deed, Grantor is not acting under any duress, undue influence or misrepresentation by Grantee, its agents, attorneys or employees, and that the execution hereof represents the free and voluntary act of Grantor;

4. That the consideration paid by Grantee to Grantor contemporaneously herewith, consists of Grantee's agreement to cancel certain obligations of Grantor pursuant to, and as set forth in, a separate Deed-In-Lieu Agreement under the mortgage described on Exhibit B hereto, and Grantee's covenant not to sue Grantor pursuant to, and as set forth in, a separate Deed-In-Lieu Agreement with respect to the mortgage described on Exhibit B thereby foregoing additional costs and expenses that would be incurred by Grantor (provided that Grantee's covenant not to sue shall not operate to extinguish any of the indebtedness evidenced by item 1 on the attached Exhibit B or the promissory note secured by item 1 on the attached Exhibit B), all of which constitute full and fair consideration for the conveyance of the Property by Grantor;

5. That the Grantor has consulted with its own legal counsel concerning the consequences of this conveyance, or has knowingly declined to do so but acknowledges that it understands, among other things, including that it will not be entitled to redeem its interest in the Property, or claim any interest in the Property after the execution and delivery hereof; and

6. That the Property is not homestead property.

(Signature and Acknowledgment appear on the following page.)

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed in
Lieu of Foreclosure this 14th day of ~~July~~ August, 2009.

**WEC 96D APPLETON-2 INVESTMENT
TRUST,**
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE
CORPORATION,**
a Delaware corporation, which is its
trustee

By: [Signature] 8-14-09
Name: John H. O. LaGatta
Its: President

ACKNOWLEDGMENT

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

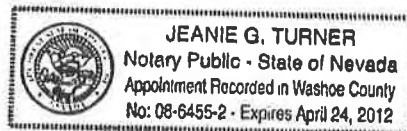
Personally came before me on AUGUST 14, 2009, the above
named John H. O. LaGatta, as President of Catamount Exchange Corporation, to me
known to be the person who executed the foregoing instrument and acknowledge the
same.

JEANIE G. TURNER Jeannie G. Turner NOTARY SIGNATURE

Printed Name: JEANIE G. TURNER

Notary Public, State of NEVADA

My Commission expires: April 24, 2012



Drafted by: Matthew D. Fortney, Quarles & Brady LLP

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Address: 4635 West College Avenue
Tax Key No. 101121711

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County, Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Address: West Eighth Street
Tax Key No. 101121708

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694.

Excepting all buildings, improvements (including without limitation landscaping) and building fixtures and building equipment thereon and hereafter erected and all personal property therein whether below or above grade level and located on the above described Parcels 1, 2 and 3.

EXHIBIT B

EXCEPTIONS TO WARRANTY OF TITLE

1. Mortgage, Security Agreement and Fixture Financing Statement and the Terms and Conditions thereof, from WEC 96D Appleton Investment Trust, a Delaware business trust to First Security Bank, National Association, as Pass Through Trustee under Pass Through Trust Agreement dated November 27, 1996, known as the Circuit City - Staubach Pass Through Trust, Series 1996-A for \$4,941,160.29 dated November 27, 1996 and recorded on December 4, 1996 in the Office of the Register of Deeds for Outagamie County, Wisconsin, in Jacket 18925, Image 47, as Document No. 1211607. Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement recorded on March 27, 1997 in Jacket 19296, Image 22, as Document No. 1221266. Assignment and Assumption Agreement recorded on July 16, 1997 as Document No. 1234085. Said mortgage was assigned by First Security Bank, as Pass-Through Trustee to LaSalle National Bank, as Trustee by an Assignment of Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement recorded on May 11, 1999 as Document No. 1325520.
2. Assignment of Leases and Rents recorded on December 4, 1996 in Jacket 18926, Image 07, as Document No. 1211608. Assignment and Assumption Agreement recorded on July 16, 1997 as Document No. 1234085. Said Assignment of Leases and Rents was assigned by First Security Bank, as Pass-Through Trustee to LaSalle National Bank, as Trustee by an Assignment of Assignment of Leases and Rents recorded on May 11, 1999 as Document No. 1325519.
3. Unpaid general real estate taxes for the year 2008 in the sum of \$518.40, plus interest and penalty. (Tax Key No. 101121708).
4. Unpaid general real estate taxes for the year 2008 in the sum of \$58,179.73, plus interest and penalty. (Tax Key No. 101121711).

EXHIBIT E

Deed of Land Reversion associated documents

- 1) Wisconsin Real Estate Transfer Return
- 2) Owner's Affidavit
- 3) Estoppel Affidavit

Exhibit E

STAPLE
ATTACHMENTS
HERE

**Wisconsin
Real Estate Transfer Return – Confidential**



To complete see *Instructions for Real Estate Transfer Return PE-600A*.

Submit original form to Register of Deeds with document(s) to be recorded. Completely fill in all appropriate areas. TYPE or PRINT clearly in BLACK INK, and use ALL UPPERCASE LETTERS. If typing form, type through vertical character lines.

I. GRANTOR (Seller)

If more than ONE (1) grantor, check box at left and list on attached addendum. Note: Lines 67-72 must be completed with grantor's address.

1. Your Last Name or Company Name

Note: For this purpose a married couple is one grantor if same last name (see line 2).

WEC 96D APPLETON-2 INVESTMENT TRUST

2. Your First Name(s) and Middle Initial(s) – If a married couple, show both first names and middle initials.

3. Social Security Number or FEIN

51-6506813

II. GRANTEE (Buyer)

If more than ONE (1) grantee, check box at left and list on attached addendum.

4. Your Last Name or Company Name

Note: For this purpose a married couple is one grantee if same last name (see line 5).

SEE ATTACHED ADDENDUM

5. Your First Name(s) and Middle Initial(s) – If a married couple, show both first names and middle initials.

6. Social Security Number or FEIN

C/O CAPMARK FINANCE INC.

26-4271245

7. Street or P.O. Number, if any

7a. Street Name, P.O. Box, or Other Address (enter "PO Box" and Box Number)

700

N. PEARL STREET

8. City

DALLAS

9. State

TX

10. Zip Code

75201

☒ TO RECEIVE TAX BILL AT ANOTHER ADDRESS, check here and complete Section X, page 2.

III. PROPERTY TRANSFERRED

11. Indicate:

City

Village

☒ Town

→

☒ Check if additional parcels and list on attached addendum.

12. Name of the City/Village/Town

13. County Name

GRAND CHUTE

OUTAGAMIE

14. Physical Property Address or Road Address (description)

4635 WEST COLLEGE AVENUE

15. Tax Parcel Number as it appears on Property Tax bill (see instructions)

101121711 and 101121708

16. Property Description: lot – block – plat, Certified Survey Map (CSM), or other designation; if description will not fit here, add attachment (see instructions)

SEE ATTACHED ADDENDUM

17a. Section (primary)

17b. Township (primary)

17c. Range (primary)

Check here if more than one lot and block, or if legal description is more and bounds or certified survey map; attach legal description as an addendum (see instructions).

29

21N

17E

IV. COMPUTATION OF FEE OR STATEMENT OF EXEMPTION

18. Total value of REAL ESTATE transferred (round up to the nearest \$100)

\$ 100,000

IN WHOLE
DOLLARS

19. Transfer fee due
(line 18 X .003)

\$

DOLLARS

0.

CENTS

00

20. Transfer Exemption
Number, SEC 77.25

14

20a. If you enter "005" or "017," it is
mandatory to provide your
previous document number.

20b. Date of Original
Land Contract

MONTH

DAY

YEAR

21. Value of personal property
transferred but EXCLUDED
from line 18.

\$ 0.00

IN WHOLE
DOLLARS

22. Value of property exempt
from local property tax
INCLUDED on line 18.

\$

IN WHOLE
DOLLARS

V. TO BE COMPLETED BY AUTHORIZED COUNTY/LOCAL OFFICIAL

23. Document Number

24. Volume/Jacket

25. Page/Range

26. Date Recorded

27. Date of Conveyance

28. Conveyance
Code

29. Warranty/
Covenant Deed

30. Land
Contract

31. Out Claim
Deed

32. Other
(explain) →

33. County (1)

34. Municipality (1)

35. County (2)

36. Municipality (2)

Check if more than two (2) municipalities;
if so, refer to instructions

→

37. Is this a split parcel?
(see instructions)

Yes

No

38. Enter number of acres for each
parcel classification and check a
prevalence box to show
predominant classification.

1 (Residential)

2 (Commercial)

3 (Manufacturing)

4 (Agriculture)

5 (Garage/Warehouse)

6 (Forest)

7 (Other)

39. Assessment Year

40. Land

41. Improvements

42. Total Assessment

\$

\$

\$

Wisconsin Real Estate Transfer Return



VI. TRANSFER					
38. Grantor/Grantee relationship is:	None	Partnership	Family	If Family or Other, Explain	
	<input checked="" type="checkbox"/> Financial	Corp./Shareholder/ Subsidiary	Other		
40. Type of Transfer	Sale (includes original land contract)	Exchange	Deed in satisfaction of land contract	<input checked="" type="checkbox"/> Other (explain) →	DEED IN LIEU OF FORECLOSURE
41. Ownership interest transferred	<input checked="" type="checkbox"/> Full	Partial (explain)	Other (explain) →		
Ownership interest transferred may be a full interest of a full ownership; a full interest of a partial ownership; or other (explain).					
42. Does grantor retain any of the following rights?	<input checked="" type="checkbox"/> None	Life Estate	Easement	Other (explain) →	
43. Grantor is:	Individual	Corporation	Trust	DELAWARE BUSINESS TRUST	
	Partnership	Limited Liability Company	Other (specify) →		

VII. GRANTEE'S FINANCING						
44. Check ALL boxes for all financing types that apply	Financial institution- Conventional	Financial institution- Government	Obtained from seller	Assumed existing financing	Other 3rd party financing	<input checked="" type="checkbox"/> No financing involved

VIII. PHYSICAL DESCRIPTION AND GRANTEE'S PRIMARY USE OF PROPERTY							
45. Type of Property	Land only	Condominium	LAND EXCLUDING IMPROVEMENTS				
	Land and building(s)	<input checked="" type="checkbox"/> Other (specify)					
46a. Predominant Use	Single family	Multi-family →	No. of Units	Time Share Unit	Agricultural, if so, did the grantor own property for less than 5 years? →	Yes	46b. Check if Grantee's Primary Residence
	<input checked="" type="checkbox"/> Commercial	Miscellaneous	If any boxes at left are checked, explain use here ↓				
	Utility	Manufacturing/ Telephone Company	RETAIL				
47. Estimated land area	If condominium, check here and proceed to line 50.	47a. Lot Size (ROUND TO NEAREST WHOLE FOOT)	47b. Total Acres		48. MFL/PFC/WTL Acres	49. Feet of Water Frontage	
		<input checked="" type="checkbox"/> FEET	OR		5.4	ROUND TO TENTH OF AN ACRE	

IX. ENERGY		Yes	61. Exclusion Code → If W-11, attach explanation	62. If W-12 provide document number where recorded
60. Is this property subject to the Residential Rental Weatherization Standards, COMM677?	<input checked="" type="checkbox"/> No (If No, provide exclusion code) →	W. 3		

X. CERTIFICATION—We declare under penalty of law, this return has been examined by us and to the best of our knowledge and belief it is true, correct and complete.

53. Agent for	54. Agent's Name (If agent involved in sale)	65. Telephone Number
<input checked="" type="checkbox"/> Grantor	JOHN H.O. LAGATTA	
55. Street or Fire Number, if any	56a. Street name, PO Box, or other address (enter "PO Box" and box number)	AREA CODE
50	WEST LIBERTY STREET, SUITE 1080	
57. City	58. State	59. Zip Code
RENO	NV	89501
60. Preparer's Name or Firm Name	61. Telephone Number	AREA CODE
MATTHEW FORTNEY, QUARLES & BRADY LLP	608-283-2651	

SEND TAX BILL TO: 62. Name		
CAPMARK FINANCE INC., ATTN: PEYTON INGE		
63. Street or Fire Number, if any	63a. Street Name, PO Box, or Other Address (enter "PO Box" and Box Number)	
700	N PEARL STREET	
64. City	65. State	66. Zip Code
DALLAS	TX	75201

67. Grantor's Street or Fire Number, if any	67a. Grantor (where grantor can be reached in the future) Street Name, PO Box, or Other Address (enter "PO Box" and Box Number)
50	WEST LIBERTY STREET, SUITE 1080
68. City	69. State
RENO	NV

71. Dated	72. Telephone Number	74. Dated	75. Telephone Number
MONTH 8 DAY 14 YEAR 2009		MONTH 8 DAY 19 YEAR 2009	214/999-7078
73. Signature of Grantor or Grantor's Agent (PLEASE ATTEMPT TO KEEP SIGNATURE WITHIN BOX)		76. Signature of Grantee or Grantee's Agent (PLEASE ATTEMPT TO KEEP SIGNATURE WITHIN BOX)	

JOHN H.O. LAGATTA, President CAPMARK Finance Corp. Trustee of Grantor

ADDENDUM TO WISCONSIN REAL ESTATE TRANSFER RETURN
Grantor: WEC 96-D APPLETON-2 INVESTMENT TRUST

4. Grantee Company Name

Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2

16. Legal Description

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Address: 4635 West College Avenue

Tax Key No. 101121711

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County, Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Tax Key No. 101121708

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694.

Excepting all buildings, improvements (including without limitation landscaping) and building fixtures and building equipment thereon and hereafter erected and all personal property therein whether below or above grade level and located on the above described Parcels 1, 2 and 3.

First American Title Insurance Company

OWNER'S AFFIDAVIT

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

COMMITMENT NOS. NCS-397279-MAD and NCS-384163-RTT

The undersigned owner(s), in consideration of selling (or mortgaging) the real estate described in the above referenced commitment and in consideration of First American Title Insurance Company issuing its policy(ies) of title insurance insuring an interest in or title to the real estate described herein, and being first duly sworn on oath, deposes, states and warrants, except as stated in Paragraph 7 below, that to the best of his knowledge:

1. The undersigned is President of CATAMOUNT EXCHANGE CORPORATION, a Delaware corporation, which is its trustee of WEC 96D APPLETON-2 INVESTMENT TRUST, a Delaware Business Trust, which is the owner of the real estate which is described as Parcel A in the above referenced commitments (hereinafter called "the property");
2. There are no encroachments of fences, buildings or other improvements to the property onto any easement or onto adjoining property, and no encroachments of any fences, buildings or other improvements of adjoining premises onto the property;
3. There are no unrecorded easements, party wall agreements, or rights-of-way which affect the property;
4. *During the last six months, no work has been done and no materials have been furnished in connection with the improvement of said property. There are no uncompleted buildings, structures or other improvement situated thereon;

~~*During the last six months work has been done and materials furnished in order to make improvements to the property, but that except as stated in Paragraph 7, all of said work and materials have been fully paid for and there are no claims or disputes in existence with reference thereto, that no notice of intent to lien has been given, and that waivers of lien from all appropriate parties are attached hereto.~~
5. Owner(s) is/are in sole possession of the property and that no other party has possession or has right of possession under any lease or other agreement, written or oral;
6. Since the effective date of the commitment referenced above, owner has not filed bankruptcy, received notice of any pending cause of action, conveyed or encumbered the property or is currently a party to any action that could result in the filing of any judgment or lien against the property.
7. Exceptions to above statements: NONE

[SIGNATURE ON FOLLOWING PAGE]

WEC 96D APPLETON-2 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

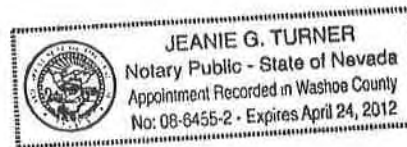
By: _____
Name: John H. O. LaGatta
Its: President

STATE OF NEVADA
COUNTY OF WASHOE
Subscribed and Sworn to before me this 14th
day of AUGUST, 2009

JEANIE G. TURNER
Notary Public, State of NEVADA

My Commission expires/is: APRIL 24, 2012

Jeanie M. Turner
SIGNATURE OF NOTARY



ESTOPPEL AFFIDAVIT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

John H. O. LaGatta, being first duly sworn on oath, deposes and states:

1. I am President of CATAMOUNT EXCHANGE CORPORATION, a Delaware corporation, which is its trustee of WEC 96D APPLETON-2 INVESTMENT TRUST, a Delaware Business Trust, which is the sole owner of the property described in the deed which is attached hereto as Exhibit A, and have personal knowledge of all of the facts recited herein.

2. I am authorized to make this affidavit pursuant to as a duly elected President and sole stockholder of CATAMOUNT EXCHANGE CORPORATION.

3. That said deed relates to property in the Town of Grand Chute, Outagamie County, Wisconsin, as further described in the deed, and is an absolute conveyance of the title to the real estate described therein and that possession of the premises has been surrendered to the Grantee named therein. The legal description of the property is:

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Address: 4635 West College Avenue
Tax Key No. 101121711

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County, Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Address: West Eighth Street
Tax Key No. 101121708

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694.

Excepting all buildings, improvements (including without limitation landscaping) and building fixtures and building equipment thereon and hereafter erected and all personal property therein whether below or above grade level and located on the above described Parcels 1, 2 and 3.

4. That the Grantor gave said deed as a free and voluntary act in consideration of the release of WEC 96D APPLETON-2 INVESTMENT TRUST of the monetary indebtedness secured by a Mortgage dated November 27, 1996 in the original principal amount of \$4,941,160.29, recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on December 4, 1996 as Document No: 121160, which refers to the Property.

5. That at the time of the conveyance the affiant believed and still believes that such consideration was in excess of the value of the real estate covered by said deed.

6. That the Grantor intended to pass the entire title to the Grantee by said deed and the Grantor makes no claim to said real estate or to any interest therein.

7. That the affiant makes this affidavit for the purpose of inducing First American Title Insurance Company to insure the title based upon said deed.

Further your affiant sayeth not.

**WEC 96D APPLETON-2 INVESTMENT
TRUST,**
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE
CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

STATE OF NEVADA
COUNTY OF WASHOE

Subscribed and sworn to before me
this 14th day of ~~July~~ ^{August}, 2009.

Jeanie G. Turner NOTARY SIGNATURE

Printed Name: JEANIE G. TURNER

Notary Public, State of NEVADA

My Commission: April 24, 2012



Drafted by: Matthew D. Fortney, Quarles & Brady LLP

EXHIBIT F

BLANKET ASSIGNMENT AND BILL OF SALE

Reference is hereby made to that certain property located in the County of Outagamie, State of Wisconsin and described in more detail on Exhibit A attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the "Property"). For good and valuable consideration, receipt of which is hereby acknowledged WEC 96D APPLETON-1 INVESTMENT TRUST, a Delaware investment trust, and WEC 96D APPLETON-2 INVESTMENT TRUST, a Delaware investment trust (collectively, "Seller"), does hereby, sell, transfer, assign, convey and deliver without representation or warranty of any kind whatsoever to Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 ("Buyer"), to the extent owned by Seller and in Seller's possession and control (as applicable), all of Seller's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, management, development or enjoyment of the Property, including, without limitation: (i) all entitlements, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims and any similar rights relating to and benefiting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; (vi) all rights, claims or awards benefiting the Property; and (vii) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property.

WITH RESPECT TO ALL MATTERS TRANSFERRED, WHETHER TANGIBLE OR INTANGIBLE, PERSONAL OR REAL, SELLER EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE).

Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successors and/or assigns, any new or confirmatory instruments, including a Bill of Sale in the form provided in Exhibit B, attached hereto and made a part hereof, and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby. Notwithstanding the foregoing, any Uniform Commercial Code search required under the Bill of Sale in the form provided in Exhibit B shall be paid for by Buyer.

IN WITNESS WHEREOF, the parties have executed this Blanket Assignment and Bill of
Sale as of this 14th day of AUGUST, 2009.

SELLER:

WEC 96D APPLETON-1 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

WEC 96D APPLETON-2 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

BUYER:

**BANK OF AMERICA, N.A.,
AS TRUSTEE FOR THE REGISTERED HOLDERS
OF GMAC COMMERCIAL MORTGAGE
SECURITIES, INC., MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-C2**

By: Michael Corp
Name: Michael Corp
Its: sr Vice President

EXHIBIT A TO BLANKET ASSIGNMENT AND BILL OF SALE

Legal Description

PARCEL 1

LOT TWO (2) ACCORDING TO CERTIFIED SURVEY MAP NO. 2339 FILED IN VOLUME 12 OF CERTIFIED SURVEY MAPS ON PAGE 2339 AS DOCUMENT NO. 1167181; BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2237 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2237 AS DOCUMENT NO. 1156890; BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

LOT ONE (1) ACCORDING TO CERTIFIED SURVEY MAP NO. 2233 FILED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 2233 AS DOCUMENT NO. 1156313; BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, LESS AND EXCEPT ANY RIGHT OR INTEREST IN AND TO THE APPURTENANT EASEMENTS CREATED PURSUANT TO INSTRUMENT RECORDED IN JACKET 16942, IMAGE 22, AS DOCUMENT NO. 1157867.

PARCEL 2

OUTLOT TWO (2) OF CERTIFIED SURVEY MAP NO. 2340 FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN, IN VOLUME 12 OF CERTIFIED SURVEY MAPS, ON PAGE 2340, AS DOCUMENT NO. 1167182 AND BEGIN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

PARCEL 3

EASEMENT FOR INGRESS, EGRESS, PARKING AND UTILITIES AS SET FORTH IN OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 18, 1995 AND RECORDED DECEMBER 26, 1995 IN JACKET 17578 IMAGE 1 TO JACKET 17579 IMAGE 4 AS DOCUMENT NO. 1175271 OVER AND ACROSS LOT 1 OF CERTIFIED SURVEY MAP NO. 2339 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2339 AND ALL OF OUTLOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2340 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2340, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

THE ABOVE DESCRIBED PARCEL 1, 2, AND 3, INCLUDE ALL OF THE PROPERTY CONVEYED TO CIRCUIT CITY STORES, INC., A VIRGINIA CORPORATION, BY DEEDS RECORDED IN J17577 IMAGE 39-42 AS DOCUMENT NO. 1175270 AND IN J17884 IMAGE 59 AS DOCUMENT NO. 1183694.

Tax Key Numbers 10-1-1217-11 and 10-1-1217-0

EXHIBIT B TO BLANKET ASSIGNMENT AND BILL OF SALE

State Bar of Wisconsin Form 31-2003
BILL OF SALE

Document Number

Document Name

("Seller," whether one or more) hereby sells, transfers and conveys to _____ ("Buyer," whether one or more), for a good and
valuable consideration (check one or both):

- ☐ The personal property listed on the attached Exhibit(s) (and)
☐ The personal property identified as:

Seller has provided evidence of clear title to the personal property by means of a search of the Uniform Commercial Code
records
of the State of Wisconsin, dated _____; or:

Seller warrants and represents that Seller owns said personal property free and clear of all liens and encumbrances and that Seller has
good right to sell the same, except:

**HOWEVER, THE ABOVE WARRANTY APPLIES ONLY TO TITLE. SELLER MAKES NO WARRANTY OR
REPRESENTATION AS TO QUALITY, CONDITION OR FITNESS FOR USE, NOR ANY OTHER WARRANTY
OR REPRESENTATION BEYOND THAT SET FORTH ON THE FACE OF THIS DOCUMENT. IF THERE ARE
ANY OTHER WARRANTIES OR REPRESENTATIONS AS TO OTHER CHARACTERISTICS OF THE
PERSONAL PROPERTY, A SEPARATE AGREEMENT MUST BE DRAFTED.**

☐ **EXHIBIT(S):** The attached _____ (is) (are) made part of this Bill of Sale.

Dated _____.

(SEAL)

(SEAL)

*

*

AUTHENTICATION

Signature(s) _____

authenticated on _____.

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above named _____

to me known to be the person(s) who executed the foregoing
instrument and acknowledge the same.

*

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged, Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

BILL OF SALE

© 2003 STATE BAR OF WISCONSIN
FORM NO. 31-2003

*Type name below signatures.

EXHIBIT G

Notice and Termination of Lease

[See Attached]

Exhibit G

NOTICE OF
TERMINATION OF LEASE

Document Name

Document Number

This NOTICE OF TERMINATION OF LEASE, is given as of the ____ day of August, 2009, by WEC 96D APPLETON-1 INVESTMENT TRUST and WEC 96D APPLETON-2 INVESTMENT TRUST.

Witnesseth:

1. Circuit City Stores, Inc., a Virginia corporation ("Circuit City") and WEC 96D APPLETON INVESTMENT TRUST, a Delaware business trust (the "Original Owner") entered into a Lease dated November 25, 1996 (the "Lease") under which the Original Owner leased to Circuit City certain portions of the property described below (the "Property").

2. The Property which is the subject of the Lease is described in Exhibit A, which is attached and incorporated herein.

Recording Area

Name and Return Address

Matthew D. Fortney
Quarles & Brady LLP
PO Box 2113
Madison, WI 53701-2113

3. A Memorandum of Lease was executed on November 27, 1996 by Circuit City and the Original Owner, and was recorded with the Outagamie County Register of Deeds on December 4, 1996, in Jacket 18925, Image 41, as Document Number 1211606.

4. On November 27, 1996, the Original Owner conveyed the Property to WEC 96D APPLETON-1 INVESTMENT TRUST and WEC 96D APPLETON-2 INVESTMENT TRUST (the "Current Owners"), subject to the Lease.

5. Circuit City, as part of Case Number 08-35653 in the United States Bankruptcy Court of the Eastern District of Virginia, Richmond Division, rejected the Lease as evidenced by a Notice of Rejection of Unexpired Leases and Abandonment of Personal Property (the "Rejection Notice"), dated March 3, 2009, Docket Number 0835653-2440, Court Docket Number 2408, a copy of which attached and incorporated herein as Exhibit B. The Lease is listed as store number 3654 in Exhibit A of the Rejection Notice.

6. The Lease was rejected as of March 10, 2009.

7. Now therefore, as the Lease has been terminated, the Memorandum of Lease is also terminated.

101121711 and 101121708

Parcel Identification Number (PIN)

[SIGNATURES ON FOLLOWING PAGES]

Dated 8-14-09

WEC 96D APPLETON-1 INVESTMENT TRUST,
a Delaware business trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

Personally came before me on August 14, 2009,
the above named John H. O. LaGatta, PRESIDENT OF CATAMOUNT EXCHANGE CORPORATION
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jeanie M. Turner NOTARY SIGNATURE
* JEANIE G. TURNER
Notary Public, State of NEVADA
My Commission (is permanent) (expires: APRIL 24, 2012)



WEC 96D APPLETON-2 INVESTMENT TRUST,
a Delaware business trust

By: **CATAMOUNT EXCHANGE CORPORATION,**
a Delaware corporation, which is its trustee

By: [Signature] 8-14-09
Name: John H. O. LaGatta
Its: President

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

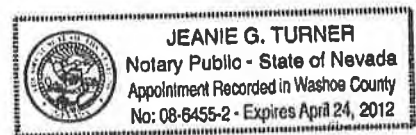
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

Personally came before me on August 14, 2009
the above named John H. O. LaGatta, Pres. of CATAMOUNT
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same

[Signature]
* JEANIE G. TURNER
Notary Public, State of NEVADA
My Commission (is permanent) (expires: April 24, 2012)



THIS INSTRUMENT DRAFTED BY:

Matthew D. Fortney

Quarles & Brady LLP

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot Two (2) according to Certified Survey Map No. 2339 filed in Volume 12 of Certified Survey Maps on Page 2339 as Document No. 1167181; being part of Lot 1 of Certified Survey Map No. 2237 as recorded in Volume 12 of Maps on Page 2237 as Document No. 1156890; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Outlot Two (2) of Certified Survey Map No. 2340 filed in the Office of the Register of Deeds for Outagamie County, Wisconsin in Volume 12 of Certified Survey Maps on Page 2340, as Document No. 1167182 and being part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

Address: 4635 West College Avenue
Tax Key No. 101121711

Parcel 2:

Lot One (1) according to Certified Survey Map No. 2233 filed in Volume 12 of Certified Survey Maps on Page 2233 as Document No. 1156313; being a part of the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, Range 17E, Town of Grand Chute, Outagamie County, Wisconsin, less and except any right or interest in and to the appurtenant Easements created pursuant to Instrument recorded in Jacket 16942, Image 22, as Document No. 1157867.

Address: West Eighth Street
Tax Key No. 101121708

Parcel 3:

Easement for ingress and egress, parking and utilities as set forth in Operation and Easement Agreement dated December 18, 1995 and recorded December 26, 1995 in Jacket 17578, Image 1 to Jacket 17579, Image 4, as Document No. 1175271 over and across Lot 1 of Certified Survey Map No. 2339 as recorded in Volume 12 of Maps on Page 2339 and all of Outlots 1 and 2 of Certified Survey Map No. 2340 as recorded in Volume 12 of Maps on Page 2340, all located in the Southwest 1/4 of the Southwest 1/4 of Section 29, T21N, R17E, Town of Grand Chute, Outagamie County, Wisconsin.

The above described Parcels 1, 2 and 3 include all of the property conveyed to Circuit City Stores, Inc., a Virginia Corporation by Deeds recorded in J17577, Image 39-42 as Document No. 1175270 and in J17884, Image 59 as Document No. 1183694.

EXHIBIT B

NOTICE OF REJECTION

[See Attached]

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER &
FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

Counsel to the Debtors and Debtors
in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - X
In re: : Chapter 11
: :
Circuit City Stores, Inc., : Case No. 08-35653 (KRH)
et al., :
: :
Debtors.¹ : Jointly Administered
- - - - - X

**NOTICE OF REJECTION OF UNEXPIRED LEASES AND
ABANDONMENT OF PERSONAL PROPERTY**

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

1. ORDER APPROVING REJECTION OF LEASE

PLEASE TAKE NOTICE that on February 19, 2009, the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") entered an Order Under Bankruptcy Code Sections 105, 363 and 365 (I) Approving Bidding and Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases, (II) Setting Sale Hearing Dates, And (III) Authorizing And Approving (A) Sale Of Certain Nonresidential Real Property Leases Free And Clear Of All Interests, (B) Assumption And Assignment Of Certain Unexpired Nonresidential Real Property Leases And (C) Lease Rejection Procedures (the "Order," a copy of which is available at www.kccllc.net/circuitcity). The Order authorized the above-captioned debtors and debtors-in-possession (the "Debtors") to reject certain unexpired real property leases and abandon certain furniture, fixtures, and equipment owned by the Debtors (the "Abandoned Property"), upon notice to the lessors (the "Lessors"), without further Court approval. The Debtors have determined to reject the real property leases listed on Schedule A hereto (the "Leases") pursuant to the Order.

2. LEASE REJECTION DATE

PLEASE TAKE FURTHER NOTICE that the rejection of the Leases shall become effective on **March 10, 2009** (the "Rejection Date") or such later date as the Debtors surrender the premises by fulfilling the Rejection Requirements (as defined in the Order).

3. ABANDONED PROPERTY

PLEASE TAKE FURTHER NOTICE that the Debtors will have until the Rejection Date to remove property belonging to the Debtors from the leased premises. To the extent that any property remains in the leased premises after the Rejection Date, such property will be deemed Abandoned Property and shall be deemed abandoned by the Debtors. The Lessors will be entitled to remove or dispose of such property in their sole discretion without liability to any party which might claim an interest in the Abandoned Property.

4. OBJECTIONS

PLEASE TAKE FURTHER NOTICE that objections, if any, to rejection of the Leases or abandonment of Abandoned Property must (a) be in writing, (b) set forth, with specificity, the factual and legal basis therefor, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Eastern District of Virginia, and the Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 0130) (the "Case Management Order"), (d) be filed with Bankruptcy Court and (e) served in accordance with the Case Management Order so as to be **received** on or before **March 10, 2009 at 5:00 p.m. (Eastern)** (the "Objection Deadline").

5. RENT

PLEASE TAKE FURTHER NOTICE that the Debtors will pay rent on a per diem basis for those days prior to the Rejection Date of the Leases.

6. SETOFF

PLEASE TAKE FURTHER NOTICE that if any Debtor has deposited monies with the Lessor as a security or other kind of deposit or pursuant to another similar arrangement, the Lessors will not be permitted to set off or otherwise use the monies from such deposit or other arrangement without the prior order of the Court.

7. DEADLINE TO FILE PROOFS OF CLAIM

PLEASE TAKE FURTHER NOTICE that, unless otherwise ordered by the Court or agreed to in writing by the Debtors, parties will have until 5:00 p.m. (Pacific) on April 30, 2009 to file a proof of claim for damages arising from the rejection of or relating to any Lease. Any claims not timely filed will be forever barred. For proof of claim forms and information regarding filing a proof of claim, please refer to the Order or go to www.kccllc.net/circuitcity.com.

Dated: March 3, 2009

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Counsel for Debtors and Debtors
in Possession

SCHEDULE A

(Leases)

**Exhibit A
Leases**

Location Number	Location Name	Address	City	State	Zip	Landlord
233	Sunnyvale Superstore	111 East El Camino Real	San Francisco	CA	94087	EEL McKee LLC
234	Hayward Superstore	2480 Whipple Road	San Francisco	CA	94544	Hayward 880, LLC
237	Santa Rosa Superstore	2805 Santa Rosa Avenue	San Francisco	CA	95407	Santa Rosa Town Center LLC
242	Van Ness Superstore	1200 Van Ness Avenue	San Francisco	CA	94109	Van Ness Post Center LLC
250	Elk Grove Superstore	8211 Laguna Boulevard	Sacramento	CA	95758	Pappas Gateway LP
251	Citrus Heights Superstore	7980 Arcadia Boulevard	Sacramento	CA	95610	Greenback Associates
252	Arden Way Superstore	2121 Arden Way	Sacramento	CA	95825	ARHO LP
403	Santa Monica Superstore	1251 Fourth Street	Los Angeles	CA	90401	1251 Fourth Street Investors, LLC
404	Torrance Superstore	14600 Ocean Gate Avenue	Los Angeles	CA	90250	Crown CC 1, LLC
407	Orange Superstore	1407 West Chapman Avenue	Los Angeles	CA	92868	Schiffman, Todd I.
410	Northridge Superstore	19330 Plummer Street	Los Angeles	CA	91324	U.K. - American Properties, Inc.
414	Laguna Hills Superstore	24001 El Toro Road	Los Angeles	CA	92653	Krupp Equity LP
416	Huntington Beach Superstore	7881 Edinger Avenue, Suite A-150	Los Angeles	CA	92647	Bella Terra Associates LLC
419	Woodland Hills Superstore	21470 W. Victory Blvd.	Los Angeles	CA	91367	Pacific/Youngman-Woodland Hills
432	National City Superstore	1608 Sweetwater Road	San Diego	CA	91950	Sweetwater Associates LP
433	La Mesa Superstore	8820 Grossmont Blvd.	San Diego	CA	91941	Nevada Investment Holdings, Inc.
434	Point Loma Superstore	3331 Rosecrans Avenue	San Diego	CA	92110	Ct Retail Properties Finance V LLC
443	Clairmont Superstore	3998 Clairmont Mesa Boulevard	San Diego	CA	92117	Clairmont Square
450	Victorville Superstore	12133 Mall Boulevard	Los Angeles	CA	92392	Bear Valley Road Partners LLC & Milantz LLC
505	Fairview Heights Superstore	55 Ludwig Drive	St Louis	IL	62208	OLP CC Fairview Heights, LLC
506	St. Peters Superstore	5610 Suemandy Road	St Louis	MO	63376	National Retail Properties, LP
509	Valley View Superstore	5301 Belt Line Boulevard, Suite 11	Dallas/Ft Worth	TX	75248	WXIII/PWM Real Estate LP
516	Highland Superstore	3321 Alamo Avenue	Cincinnati	OH	45209	KB Columbus I-CC
530	St. Louis (South County) Superstore	6926 South Lindbergh Boulevard	St Louis	MO	63125	OLP CC St. Louis LLC
533	St. Louis Mills Mail Superstore	4785 Park 370 Boulevard	St Louis	MO	63042	St Louis Mills, LP
535	Gravois Bluff Superstore	691 Gravois Bluff Boulevard	St Louis	MO	63026	Gravois Bluffs III, LLC
542	Willowbrook Superstore	17727 Tomball Parkway	Houston	TX	77064	Abrams Willowbrook Three LP
543	Plano Superstore	3300 N. Central Expressway	Dallas/Ft Worth	TX	75074	Parker Central Plaza, Ltd.
544	South Arlington Superstore	3865 South Cooper Street	Dallas/Ft Worth	TX	76015	Parks At Arlington LP
545	Hulen Superstore	4820 Southwest Loop, 820B	Dallas/Ft Worth	TX	76109	WRI Overton Plaza, LP
570	Savannah Superstore	8108 G Abercorn Street	Savannah	GA	31406	Abercorn Common, LLP
571	Brandon Superstore	10277 East Adamo Drive	Tampa	FL	33619	Bard, Ervin & Suzanne Bard
576	Reading Superstore	1101 Woodland Avenue	Philadelphia	PA	19610	Berkshire West
593	Chesapeake Superstore	4107 Portsmouth Boulevard, Suite 118	Norfolk	VA	23321	Inland American Chesapeake Crossroads LLC
597	Great Hills Superstore	10515 North Mopac Expressway	Austin	TX	78759	SPG Arbor Walk, LP
598	Sunset Valley Superstore	5400 Brodie Lane	Austin	TX	78745	Ritz Motel Company
711	King Of Prussia Superstore	400 West Swedesford Road	Philadelphia	PA	19312	Swedesford Shopping Center Acquisition, LLC
759	Barboursville Mini-Superstore	400 Mall Road	Huntington	WV	25504	Huntington Mall Company
762	Charleston Mini-Superstore	39 Rhl Boulevard	Huntington	WV	25309	THF ONC Development LLC
766	Daytona Superstore	2500 International Speedway Blvd.	Orlando	FL	32114	International Speedway Square, Ltd
784	Wheaton Superstore	11160 Viers Mill Road	Washington	MD	20902	Wheaton Plaza Regional Shopping Center
815	Knoxville Superstore	151 North Peters Road	Knoxville	TN	37923	DDRTC T&C LLC
817	Virginia Beach	110 S. Independence Boulevard	Norfolk	VA	23462	CC-Virginia Beach, LLC
831	Gastonia Superstore	2651 East Franklin Boulevard	Charlotte	NC	28054	National Retail Properties, Inc.

**Exhibit A
Leases**

Location Number	Location Name	Address	City	State	Zip	Landlord
832	Pensacola Superstore	6121 North Davis Highway	Pensacola	FL	32504	HK New Plan EPR Property Holdings LLC.
835	Roanoke Superstore	1900 Valley View Boulevard Nw	Roanoke	VA	24012	Valley View S.C., LLC
838	Orlando Central Superstore	2728 East Colonial Drive	Orlando	FL	32803	Weingarten Nostat, Inc.
840	Raleigh Superstore	4601 Creedmoor Road	Raleigh	NC	27612	Glenmoor LP
845	Independence Superstore	2109 Matthews Township Parkway	Charlotte	NC	28105	DDRTC Sycamore Commons LLC
848	North Ft. Lauderdale Superstore	1700 North Federal Highway	Miami	FL	33305	19Th Street Investors, Inc.
849	Dadeland Superstore	7700 North Kendall Drive, #400	Miami	FL	33156	Kendall-77, Ltd.
850	Durham Superstore	3400 Westgate Drive	Raleigh	NC	27707	Durham Westgate Plaza Investors, LLC.
851	Chattanooga Superstore	2204 Hamilton Place Blvd.	Chattanooga	TN	37421	Bond-Circuit VIII Delaware Business Trust
857	Dale Mabry Superstore	1702 North Dale Mabry Highway	Tampa	FL	33607	VNO Tru Dale Mabry, LLC
861	Hialeah Superstore	400 West 49Th Street	Miami	FL	33012	Palm Springs Mile Associates, Ltd.
866	Rockville Superstore	1501 Rockville Pike	Washington	MD	20852	Congressional North Associates LP
868	Charleston Superstore	7800 Rivers Avenue, Suite B	Charleston	SC	29406	Kimco Realty Corporation
871	The Commons Superstore	8045 Giacosa Drive	Memphis	TN	38133	New Plan Of Memphis Commons, LLC
876	St. Petersburg Superstore	2066 Tyrone Boulevard North	Tampa	FL	33710	Northwoods LP
888	South Boulevard Superstore	9563 South Boulevard	Charlotte	NC	28273	Dim Vastgoed, N.V.
890	Baileys Crossroads Superstore	5718 Columbia Pike	Washington	VA	22041	RREEF America Reit II Corporation Mm
891	Cleanwater Superstore	24244 Highway 19 N.	Tampa	FL	33755	CHK, LLC
910	Tri-County Superstore	493 East Kemper Avenue	Cincinnati	OH	45246	Jubilee-Springdale, LLC
913	Port Richey Superstore	6325 Tacoma Drive	Tampa	FL	34668	Kir Piers 716 LLC
922	Ft. Myers Superstore	4380 Cleveland Avenue	Fort Myers	FL	33901	Jaffe Of Weston II Inc.
1609	Winchester Superstore	2580 South Pleasant Valley Road	Winchester	VA	22601	Trout, Segall, Doyle Winc.ester Properties, LLC
1616	Anderson Mini-Superstore	3423 Clemson Blvd., Suite B	Greenville	SC	29621	Bond-Circuit II Delaware Business Trust
1618	Monterey Mini-Superstore	905 Playa Avenue	Salinas	CA	93955	Bond-Circuit XI Delaware Business Trust
1681	Albany Mini-Superstore	1223 North Westover Blvd.	Albany Ga	GA	31707	Sherwood Properties, LLC
1687	Houma Superstore	1729 Martin Luther King Boulevard	New Orleans	LA	70360	Inland Western Houma Magnolia, LLC
3104	Lawrenceville Superstore	3350 Brunswick Pike	Philadelphia	NJ	08648	Farmingdale-Grocery, LLC
3111	Schaumburg Superstore	1420 East Golf Road	Chicago	IL	60173	Developers Diversified Realty Corporation
3128	Merrillville Superstore	2757 East U.S. 30	Chicago	IN	46410	CC Merrillville Trust
3129	Algonquin Superstore	1812 Randall Road	Chicago	IL	60102	Inland Commercial Property Management, Inc.
3131	Lincoln Park Superstore	2500 North Elston Avenue	Chicago	IL	60647	American National Bank & Trust Company Of Chicago
3133	Burnsville Superstore	14141 Aldrich Avenue South	Minneapolis	MN	55337	Tanurb Burnsville, LP
3134	Rosedale Superstore	1750 Highway 36 West, Suite B	Minneapolis	MN	55113	TSA Stores, Inc.
3136	Southdale Superstore	4260 West 78Th Street	Minneapolis	MN	55435	DJD Partners II
3141	Newington Superstore	3440 Berlin Turnpike	Hartford	CT	06111	Daniel G. Kamin, And Howard Kadish, LLC
3143	Milford/Orange Superstore	1389 Boston Post Road	Hartford	CT	06460	Milford Crossing Investors LLC
3147	Binghamton Superstore	3124 Vestal Parkway East	Binghamton	NY	13850	Parkway Plaza LLC
3149	Utica Micro-Superstore	1 Sangertown Square Mall	Syracuse	NY	13413	Sangertown Square LLC
3151	Cheektowaga Superstore	3757 Union Road	Buffalo	NY	14225	DDR Mdt Union Consumer Square, LLC
3152	Amherst Superstore	3040 Sheridan Street	Buffalo	NY	14226	Amherst Industries, Inc.
3160	Albany Superstore	161 Washington Avenue Ext.	Albany, NY	NY	12205	Necrossgates Commons Newco, LLC
3166	Bel Air Superstore	680 Marketplace Drive	Baltimore	MD	21014	Bel Air Square LLC
3175	Brookfield Superstore	665 Main Street	Milwaukee	WI	53005	Continental 64 Fund LLC

**Exhibit A
Leases**

Location Number	Location Name	Address	City	State	Zip	Landlord
3176	Southridge Superstore	4585 South 76th Street	Milwaukee	WI	53220	Dentel Family LP
3177	Racine Superstore	2710-C South Green Bay Road	Milwaukee	WI	53406	Southland Center Investors, LLC
3184	Madison West Superstore	450 Commerce Drive	Madison	WI	53719	CC Madison, LLC
3185	Madison East Superstore	2301 East Springs Drive	Madison	WI	53704	Cardinal Court, LLC
3194	Columbus In Superstore	1343 North National Road	Indianapolis	IN	47201	Inland Western Columbus Clifty, LLC
3200	Columbus Superstore	5555 Whittesey Boulevard	Columbus	GA	31909	AVR CPC Associates, LLC
3205	Naples Superstore	5052 Airport Pulling Road	Fort Myers	FL	34105	Community Centers One LLC
3206	Lafayette Superstore	5624 Johnston Street	Lafayette	LA	70503	CC Lafayette, LLC
3217	Springfield Mo Superstore	3600 South Glenstone Avenue	Springfield Mo	MO	65804	WEC 96D Springfield-1 Investment Trust
3233	San Felipe Superstore (Galleria)	4500 San Felipe Street	Houston	TX	77027	610 & San Felipe, Inc.
3238	Shreveport Superstore	7091 Youree Drive	Texas/Kana/Shreveport	LA	71105	Hart Kings Crossing, LLC
3246	Myrtle Beach Superstore	550 Seaboard Street	Florence Sc	SC	29577	Myrtle Beach Farms Company, Inc.
	Johnson City Crossing Mini-Superstore	3211 Peoples Street, Space A	Tri-Cities Tn	TN	37604	Johnson City Crossing (Delaware) LLC
3249	Sawgrass Super Superstore	12300 West Sunrise Boulevard	Miami	FL	33323	Sunrise Plantation Properties LLC
3254	Sugar Land Superstore	16742 Southwest Freeway	Houston	TX	77479	Inland Western Sugar Land Colony LP
3255	Slidell Micro-Superstore	790 North Highway 190	New Orleans	LA	70433	HV Covington, LLC
3269	Citrus Park Superstore	6918 Gunn Highway	Tampa	FL	33625	Citrus Park CC LLC
3281	Rome Superstore	2700 Martha Berry Highway Ne	Atlanta	GA	30165	DDR Southeast Rome LLC
3283	Dothan Superstore	2821 Montgomery Highway	Montgomery	AL	36303	DDR Southeast Dothan Outparcel, LLC
3289	Merritt Island Mini-Superstore	450 E. Merritt Island Causeway	Orlando	FL	32952	Galleria Partnership
3307	Albuquerque Superstore	4400 Cutler Ave. Ne	Albuquerque, Nm	NM	87110	Southwestern Albuquerque, LP
3309	Newport Beach Superstore	1101 Newport Center Drive	Los Angeles	CA	92660	The Irvine Company LLC
3310	Valencia Superstore	25610 N. The Old Road	Los Angeles	CA	91381	Valencia Marketplace I, LLC
3313	Irvine Superstore	13752 Jamboree Road	Los Angeles	CA	92602	The Irvine Company LLC
3322	Chico Mini-Superstore	2041 Whitman Avenue	Chico/Reddington	CA	95928	Chico Crossroads LP
3332	Eugene Superstore	2730 Gateway Loop	Eugene	OR	97477	Garden City Center
3334	Boise Towne Plaza Superstore	542 North Milwaukee Street	Boise	ID	83704	Boise Towne Plaza LLC
3339	Westminster Superstore	9250 Sheridan Boulevard	Denver	CO	80031	Excel Westminster Marketplaces, Inc.
3340	Colorado Springs Superstore	345 N. Academy Blvd.	Colorado Springs	CO	80909	CC Springs, LLC
3346	Southwest Plaza Superstore	5155 South Wadsworth Blvd.	Denver	CO	80123	CCC Realty, LLC
	Lakewood/Homestead Superstore	10750 W. Colfax Ave.	Denver	CO	80215	Ten Pryor Street Building, Ltd.
3352	Orem Superstore	360 West St. & 1300 S. St.	Salt Lake City	UT	84058	Boyer Lake Pointe, Lc
3373	Long Beach Superstore	2180 Bellflower Blvd.	Los Angeles	CA	90815	CP Venture Two LLC
3376	Ft. Collins Mini-Superstore	4414 South College Avenue	Denver	CO	80525	Generation H One And Two LP
3377	Idaho Falls Micro-Superstore	1951 S. 25Th East Street	Idaho Falls	ID	83406	Ammon Properties LC
3378	Cottonwood Superstore	10420 Coors Boulevard	Albuquerque, Nm	NM	87114	Cottonwood Phase V LLC
3390	Thornton Superstore	16511 North Washington	Denver	CO	80602	Site A LLC
3401	Temecula Mini-Superstore	40480 Winchester Road	Los Angeles	CA	92591	Inland Western Temecula Commons LLC
3405	Boca Raton Superstore	1400 Glades Road, Bay 140 Be	West Palm Beach	FL	33431	Uncommon Ltd.
3425	NW Las Vegas Superstore	7781 West Tropical Parkway	Las Vegas	NV	89149	Centennial Holdings LLC
3502	Exchange Plaza Superstore	6001 Nw Loop 410, Suite 108	San Antonio	TX	78238	Inland Western San Antonio HQ, LP
3505	North Richland Superstore	1451 West Pipeline Road	Dallas/Ft Worth	TX	76053	KRG Market Street Village LP
3512	Mcallen Superstore	507 West Expressway 83	Mcallen-Brownsville	TX	78501	Daniel G. Karmin McAllen LLC
3513	Brownsville Superstore	3000 Pablo Kisel Boulevard, #100	Mcallen-Brownsville	TX	78526	Pacific Harbor Equities LLC
3516	Southlake Superstore	250 North Kimball Avenue	Dallas/Ft Worth	TX	76092	Inland Western Southlake Corners, LP

Exhibit A
Leases

Location Number	Location Name	Address	City	State	Zip	Landlord
3518	Raleigh Superstore	3340 Cypress Plantation Trail	Raleigh	NC	27616	Plantation Point Development, LLC
3525	Wellington Superstore	10570 Forest Hill Boulevard East	West Palm Beach	FL	33414	Cedar Development, Ltd
3527	Silverlake Superstore	3137 Silverlake Drive	Houston	TX	77581	Principal Real Estate Holding Co., LLC
3529	Exton Superstore	128 Woodcutter Street	Philadelphia	PA	19341	Main Street At Exton, LP
3534	Bainbridge Superstore	7705 Market Place Drive	Cleveland	OH	44202	Bainbridge Shopping Center II LLC
3536	Whitman Square Superstore	9733 East Roosevelt Boulevard	Philadelphia	PA	19114	Boulevard North Associates, LP
3562	Concord Mills Superstore	8210 Concord Mills Boulevard	Charlotte	NC	28027	Concord Mills LP
3569	Midtown Miami Superstore	3401 North Miami Avenue, Unit H	Miami	FL	33127	DDR Miami Ave LLC
3570	Polaris Superstore	2900 Belcrest Center Drive	Washington	MD	20782	Prince George's Station Retail, LLC
3572	Rockwall Superstore	8655-8671 Lyra Drive	Columbus Oh	OH	43240	Polaris Circuit City LLC
3577	Rockwall Superstore	959 East Interstate 30	Dallas/Ft Worth	TX	75087	Rockwall Crossing, Ltd
3579	Meyerland Superstore	100 Meyerland Plaza Mall	Houston	TX	77096	Meyerland Plaza (DE) LLC
3582	La Quinta Superstore	78825 Highway 111	Palm Springs	CA	92253	CC La Quinta LLC
3588	Southpark Meadows Superstore	9600 South Interstate Highway 35	Austin	TX	78748	Inland Western Austin Southpark Meadows II LP
3589	Southaven Superstore	6680 Southcrest Parkway	Memphis	MS	38671	Southaven Center II, LLC
3595	Waterford Lakes Superstore	400 North Alafaya Trail	Orlando	FL	32828	Deno P Dikeou
3597	Apex Superstore	1591 Beaver Creek Commons Drive	Raleigh	NC	27502	DDR/1st Carolina Crossings South, LLC
3599	South Bay Superstore	88 Allstate Road	Boston	MA	02125	E&A Northeast LP
3603	Ann Arbor Mini-Superstore	3547 Washtenaw Avenue	Detroit	MI	48104	Amcap Arborland LLC
3617	Superstore	9931 Mountain View Drive	Pittsburgh	PA	15122	DST
3618	Monroeville Superstore	3475 William Penn Highway	Pittsburgh	PA	15235	WMI/MPI Business Trust
3624	Northtown Superstore	20 Coon Rapids Boulevard	Minneapolis	MIN	55433	BL-NTV I, LLC
3625	Schererville Superstore	707 Us Highway 41	Chicago	IN	46375	The Shoppes At Schererville, LLC
3626	Niles Superstore	2380 Niles-Cortland Road S/E	Youngstown	OH	44484	Howland Commons Partnership
3629	Boardman Superstore	7230 Market Street	Youngstown	OH	44512	Bond-Circuit V Delaware Business Trust
3632	Grand Rapids Superstore	3410 Alpine Avenue	Grand Rapids	MI	49544	BG Walker, LLC
3633	28Th Street Superstore	4600 28Th Street Se	Grand Rapids	MI	49512	Wilmington Trust Company
3639	Oyster Point Superstore	12140 Jefferson Avenue	Norfolk	VA	23602	Lea Company
3640	Greenbrier Superstore	1589 Crossways Boulevard	Norfolk	VA	23320	Crossways Financial Associates, LLC
3654	Appleton Superstore	4635 West College Avenue	Greenbay/Appleton	WI	54915	WEC 95D Appleton-1 Investment Trust
3659	Leesburg Superstore	536 Fort Evans Road Ne	Washington	VA	20176	Battlefield FE LP
3662	Trumbull Superstore	5065 Main Street	New York Metro	CT	06611	Trumbull Shopping Center #2 LLC
3664	Atlantic Center Mini-Superstore	625 Atlantic Avenue	New York Metro	NY	11217	Atlantic Center Fort Greene Associates, LP
3668	Danbury Mini-Superstore	110 Federal Road	New York Metro	CT	06811	Forecast Danbury LP
3672	Westbury Super Superstore	1504 Old Country Road	New York Metro	NY	11590	W&S Associates, LP
3680	80th & Broadway Mini-Superstore	2232 Broadway Street	New York Metro	NY	10024	Friedland, Lawrence And Melvin
3684	Paramus Superstore	240 Route 17 North	New York Metro	NJ	07652	Faber Bros., Inc.
3686	Rego Park/Queens Superstore	9605 Queens Boulevard	New York Metro	NY	11374	Alexander'S Of Rego Park Center, Inc.
3688	Bergen Superstore	3129 Kennedy Boulevard	New York Metro	NJ	07047	FC Treeco Columbia Park, LLC
3691	Staten Island Superstore	2505-2535 Richmond Avenue	New York Metro	NY	10314	FC Richmond Associates, LP
3693	Union Superstore	2700A Route 22 East	New York Metro	NJ	07083	DDR Southeast Union, LLC
3694	Valley Stream Mini-Superstore	650 West Sunrise Highway	New York Metro	NY	11581	Green Acres Mall, LLC
3696	White Plains Superstore	5 City Place	New York Metro	NY	10601	LC White Plains Retail, LLC
3698	Woodbridge Superstore	479 Green Street	New York Metro	NJ	07095	FC Woodbridge Crossing, LLC

**Exhibit A
Leases**

Location Number	Location Name	Address	City	State	Zip	Landlord
3700	Cortlandt Mini-Superstore	2990 East Main Street	New York Metro	NY	10567	Cortlandt B., LLC
3701	Ft. Wayne Mini-Superstore	291 E. Coliseum Boulevard	Fort Wayne In	IN	46805	Coldwater Development, LLC
3707	Lancaster Superstore	1700 Fruitville Pike	Harrisburg	PA	17603	Red Rose Commons Condominium Association
3708	York Superstore	2980 Whiteford Road	Harrisburg	PA	17402	Meadowbrook Village LP
3724	Saugus Superstore	607 Broadway; Route 1 South	Boston	MA	01906	Saugus Plaza Associates
3731	Bay Ridge Superstore	502-12 86th Street	New York Metro	NY	11209	502-12 86th Street, LLC
3735	Tysons Corner West Superstore	8520-C Leesburg Pike	Washington	VA	22182	Tysons 3, LLC
3764	Phillipsburg Superstore	1202 New Brunswick Avenue	New York Metro	NJ	08865	Inland US Management, LLC
3770	Taunton Superstore	70 Taunton Depot Drive	Providence	MA	02780	Cole CC Taunton Ma, LLC
3771	Folsom	205 Serpa Drive	Sacramento	CA	95630	Broadstone Crossing LLC
3780	Hamburg Superstore	2231 Sir Barton Way Street, Unit 110	Lexington	KY	40509	Sir Barton Place, LLC
3797	Grandville Marketplace Superstore	4535 Canal Sw	Grand Rapids	MI	49418	DDR Mdt Grandville Marketplace LLC
3815	Katy Mills "The City" Superstore	5000 Katy Mills Circle	Houston	TX	77494	Katy Mills Mall LP
3832	Township Marketplace Superstore	103 Wagner Road	Pittsburgh	PA	15061	DDR Mdt Monaca Township Marketplace LLC
3845	Deptford Landing Superstore	2000 Clements Bridge Road	Philadelphia	NJ	08096	AIG Baker Deptford, LLC
3846	East Chase Superstore	7951 Eastchase Parkway	Montgomery	AL	36117	Eastchase Market Center, LLC
3847	Midtown Village Superstore	1800 McFarland Boulevard South, Ste 520C	Tuscaloosa	AL	35401	CarVie-Cypress Tuscaloosa I, LLC
3849	Norridge Commons Superstore	7010 Forest Preserve Drive	Chicago	IL	60706	Irving Harlem Venture, LP
3850	Promenade "The City" Superstore	639 East Boughton Road	Chicago	IL	60440	FC Janes Park, LLC
3852	Keizer Station "The City" Superstore	6035 Ulali Drive	Portland Or	OR	97303	Donahue Schriber Realty Group, L.P
3853	Target Center Superstore	4627 Greenway Drive	Knoxville	TN	37918	Knoxville Levalc LLC
3855	Sun Land Superstore	811 Sunland Park	El Paso	TX	79912	CDP Falcon Sunland Plaza LP
3856	Baybrook Superstore	1001A West Bay Area Boulevard	Houston	TX	77598	NP/SSP Baybrook, LLC
3857	Deerbrook "The City" Superstore	20131 Highway 59 N, Suite 8, Space 2290	Houston	TX	77338	Deerbrook Anchor Acquisition LLC
3858	San Antonio "The City"	14623 Ih 35 North	San Antonio	TX	78216	SWQ 35/Forum, Ltd
3859	Ashwaubenon Superstore	2492 South Oneida	GreenBay/Appleton	WI	54304	Palmetto Investors, LLC
3862	Brookton Superstore	395 Westgate Drive	Boston	MA	02301	Ray Mucci's, Inc.
3864	Manhattan Broadway At 66th Street	1965 Broadway	New York Metro	NY	10023	1965 Retail LLC
3878	Brea "The City"	835 East Birch Street	Los Angeles	CA	92821	FW CA Brea Marketplace LLC
3882	Killeen Tx - Superstore	201 East Central Texas Pkwy, Ste 21	Waco	TX	99999	Market Heights, Ltd
4110	Danvers Superstore	4-6 Newbury Street, Route 1	Boston	MA	01923	4 Newbury Danvers LLC
4111	Somerville Superstore	65 Mystic Avenue	Boston	MA	02145	I-93 Somerville LLC
4119	Brantree Superstore	250 Granite Street	Boston	MA	02184	BrianTree Property Assoc LP
4121	Natick Superstore	1398 Worcester Street	Boston	MA	01760	Baker Natick Promenade LLC
4124	Manchester Superstore	1100 S. Willow Street	Boston	NH	03103	Dicker/Warming Properties
4132	Turlock Superstore	2821 Countryside Drive	Sacramento	CA	95380	Monte Vista Crossings, LLC
4134	Towson "The City" Superstore	801 Goucher Boulevard	Baltimore	MD	21286	Towson Vt LLC
4143	Gloucester Superstore	465 Berlin Cross Keys Road	Philadelphia	NJ	08081	Town Square Plaza
4150	Pasadena Superstore	3931 Fairway Plaza Drive	Houston	TX	77505	Fairway Centre Associates, LP

**Exhibit A
Leases**

Location Number	Location Name	Address	City	State	Zip	Landlord
4179	Vacaville	130 Nut Tree Parkway	Sacramento	CA	95687	TKG Coffee Tree LP
4201	Melbourne Superstore	1700 West New Haven Road	Orlando	FL	32904	Melbourne-Jcp Associates, Ltd
4202	Norfolk "The City" Superstore	1120 North Military Highway	Norfolk	VA	23502	Janaaf Crossings, LLC
4212	Superstore	5th Avenue "The City"				
	Superstore	521 5Th Avenue	New York Metro	NY	10175	Green 521 5Th Avenue, LLC
4232	Fort Myers Cypress Lakes "The City"	Colonial Square Town Center	Fort Myers	FL	33901	Colonial Square Associates, LLC
4242	Rossmoor Center Superstore	12325 Seal Beach Boulevard	Los Angeles	CA	90740	Rossmoor Shops LLC
4247	Denton Superstore	2315 Colorado Boulevard	Dallas/Ft Worth	TX	76205	Panattoni Development Co., LLC
4256	Mt. Pleasant Superstore	1501 Johnnie Dobbs Boulevard	Charleston	SC	29464	Developers Diversified Realty Corporation
	Southern Tier Crossings Superstore					
4261	Superstore	1530 Country Route 64	Binghamton	NY	14845	DDR Horseheads LLC
4272	Amherst Superstore	123 Route 101A	Boston	NH	03031	Berkshire-Amherst, LLC
4307	Prattville Superstore	2730 Legends Parkway	Montgomery	AL	36066	Prattcenter, LLC
4313	La Habra	1020 West Imperial Highway	Los Angeles	CA	90631	La Habra Imperial LLC
4317	Power And Barnes Superstore	5904 Barnes Road	Colorado Springs	CO	80922	Barnes And Powers North LLC
4502	Lewisville Superstore	715 Hebron Parkway	Dallas/Ft Worth	TX	75057	Inland Western Lewisville Lakepointe LP
4503	Loop 410 Superstore	321 Nw, Loop 410	San Antonio	TX	78216	Bb-Linc.oin-Us-Properties, LP
4507	Santa Cruz Mini-Superstore	1664 Commercial Way	Salinas	CA	95065	Redtree Properties, LP
4508	El Paso East Superstore	1313-D George Delter Drive	El Paso	TX	79936	A.D.D. Holdings, LP
4510	Lubbock Superstore	6701 Silde Street	Lubbock	TX	79424	M & M Berman Enterprises

EXHIBIT H

FIRPTA Affidavits

[See Attached]

**FIRPTA CERTIFICATION
CERTIFICATE OF NONFOREIGN STATUS**

The undersigned, on behalf of WEC 96D APPLETON-1 INVESTMENT TRUST ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 ("Transferee") that withholding of tax is not required upon the disposition of Transferor's interest in the real property described on Exhibit "A" attached hereto and by this reference included herein, the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
2. The Transferor is not a disregarded entity as defined in Income Tax Regulations §1.1445-2(b)(2)(iii);
3. The Transferor's U.S. employer identification number is 51-6506812; and
4. The Transferor's office address is:

WEC 96D APPLETON-1 INVESTMENT TRUST
c/o John H. O. LaGatta
50 West Liberty Street
Suite 1080
Reno, Nevada 89501

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

[Signature on following page]

Dated this 14th day of AUGUST, 2009.

WEC 96D APPLETON-1 INVESTMENT TRUST,
a Delaware Business Trust

By: **CATAMOUNT EXCHANGE
CORPORATION**,
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

STATE OF NEVADA)
COUNTY OF WASHOE)

ss.

Personally came before me this 14th day of AUGUST, 2009, the above-named John H. O. LaGatta, as President, of Catamount Exchange Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such corporation.



Jeanie G. Turner (SEAL) NOTARY SIGNATURE
Print Name: JEANIE TURNER
Notary Public, WASHOE County,
State of NEVADA
My commission: APRIL 24, 2012

EXHIBIT A TO FIRPTA CERTIFICATION
Legal Description

PARCEL 1

LOT TWO (2) ACCORDING TO CERTIFIED SURVEY MAP NO. 2339 FILED IN VOLUME 12 OF CERTIFIED SURVEY MAPS ON PAGE 2339 AS DOCUMENT NO. 1167181; BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2237 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2237 AS DOCUMENT NO. 1156890; BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

LOT ONE (1) ACCORDING TO CERTIFIED SURVEY MAP NO. 2233 FILED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 2233 AS DOCUMENT NO. 1156313; BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, LESS AND EXCEPT ANY RIGHT OR INTEREST IN AND TO THE APPURTENANT EASEMENTS CREATED PURSUANT TO INSTRUMENT RECORDED IN JACKET 16942, IMAGE 22, AS DOCUMENT NO. 1157867.

PARCEL 2

OUTLOT TWO (2) OF CERTIFIED SURVEY MAP NO. 2340 FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN, IN VOLUME 12 OF CERTIFIED SURVEY MAPS, ON PAGE 2340, AS DOCUMENT NO. 1167182 AND BEGIN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

PARCEL 3

EASEMENT FOR INGRESS, EGRESS, PARKING AND UTILITIES AS SET FORTH IN OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 18, 1995 AND RECORDED DECEMBER 26, 1995 IN JACKET 17578 IMAGE 1 TO JACKET 17579 IMAGE 4 AS DOCUMENT NO. 1175271 OVER AND ACROSS LOT 1 OF CERTIFIED SURVEY MAP NO. 2339 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2339 AND ALL OF OUTLOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2340 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2340, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

THE ABOVE DESCRIBED PARCEL 1, 2, AND 3, INCLUDE ALL OF THE PROPERTY CONVEYED TO CIRCUIT CITY STORES, INC., A VIRGINIA CORPORATION, BY DEEDS RECORDED IN J17577 IMAGE 39-42 AS DOCUMENT NO. 1175270 AND IN J17884 IMAGE 59 AS DOCUMENT NO. 1183694.

Tax Key Numbers 10-1-1217-11 and 10-1-1217-08

**FIRPTA CERTIFICATION
CERTIFICATE OF NONFOREIGN STATUS**

The undersigned, on behalf of WEC 96D APPLETON-2 INVESTMENT TRUST ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 ("Transferee") that withholding of tax is not required upon the disposition of Transferor's interest in the real property described on Exhibit "A" attached hereto and by this reference included herein, the undersigned hereby certifies the following on behalf of the Transferor:

5. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
6. The Transferor is not a disregarded entity as defined in Income Tax Regulations §1.1445-2(b)(2)(iii);
7. The Transferor's U.S. employer identification number is 51-6506813; and
8. The Transferor's office address is:

WEC 96D APPLETON-2 INVESTMENT TRUST
c/o John H. O. LaGatta
50 West Liberty Street
Suite 1080
Reno, Nevada 89501

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

[Signature on following page]

Dated this 14th day of AUGUST, 2009.

WEC 96D APPLETON-2 INVESTMENT TRUST,
a Delaware Business Trust

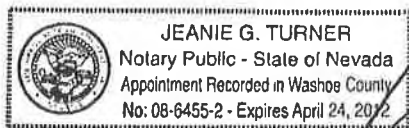
By: **CATAMOUNT EXCHANGE
CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

STATE OF NEVADA)
COUNTY OF WASHOE)

ss.

Personally came before me this 14th day of AUGUST, 2009, the above-named John H. O. LaGatta, as President, of Catamount Exchange Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such corporation.



Jeanie G. Turner (SEAL) Notary
Print Name: JEANIE TURNER SIGNATURE
Notary Public, WASHOE County,
State of NEVADA
My commission: April 24, 2012

EXHIBIT A TO FIRPTA CERTIFICATION
Legal Description

PARCEL 1

LOT TWO (2) ACCORDING TO CERTIFIED SURVEY MAP NO. 2339 FILED IN VOLUME 12 OF CERTIFIED SURVEY MAPS ON PAGE 2339 AS DOCUMENT NO. 1167181; BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2237 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2237 AS DOCUMENT NO. 1156890; BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

LOT ONE (1) ACCORDING TO CERTIFIED SURVEY MAP NO. 2233 FILED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 2233 AS DOCUMENT NO. 1156313; BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN, LESS AND EXCEPT ANY RIGHT OR INTEREST IN AND TO THE APPURTENANT EASEMENTS CREATED PURSUANT TO INSTRUMENT RECORDED IN JACKET 16942, IMAGE 22, AS DOCUMENT NO. 1157867.

PARCEL 2

OUTLOT TWO (2) OF CERTIFIED SURVEY MAP NO. 2340 FILED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OUTAGAMIE COUNTY, WISCONSIN, IN VOLUME 12 OF CERTIFIED SURVEY MAPS, ON PAGE 2340, AS DOCUMENT NO. 1167182 AND BEGIN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

PARCEL 3

EASEMENT FOR INGRESS, EGRESS, PARKING AND UTILITIES AS SET FORTH IN OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 18, 1995 AND RECORDED DECEMBER 26, 1995 IN JACKET 17578 IMAGE 1 TO JACKET 17579 IMAGE 4 AS DOCUMENT NO. 1175271 OVER AND ACROSS LOT 1 OF CERTIFIED SURVEY MAP NO. 2339 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2339 AND ALL OF OUTLOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2340 AS RECORDED IN VOLUME 12 OF MAPS ON PAGE 2340, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, T21N, R17E, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

THE ABOVE DESCRIBED PARCEL 1, 2, AND 3, INCLUDE ALL OF THE PROPERTY CONVEYED TO CIRCUIT CITY STORES, INC., A VIRGINIA CORPORATION, BY DEEDS RECORDED IN J17577 IMAGE 39-42 AS DOCUMENT NO. 1175270 AND IN J17884 IMAGE 59 AS DOCUMENT NO. 1183694.

Tax Key Numbers 10-1-1217-11 and 10-1-1217-08

EXHIBIT I

Assignment of Circuit City Claims

[See Attached]

ASSIGNMENT OF CLAIMS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WEC 96D APPLETON-1 INVESTMENT TRUST, a Delaware investment trust, and WEC 96D APPLETON-2 INVESTMENT TRUST, a Delaware investment trust (collectively, "Assignors"), hereby irrevocably conveys, transfers and assigns to Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 ("Assignee") the following claims (the "Claims"):

Any claim, administrative expense request, or similar, existing from the beginning of the world to the date of execution hereof, that Assignors may possess against Circuit City Stores, Inc., et al., that have or may be filed in United States Bankruptcy Court, Eastern District of Virginia, Case Number: 08-35653 (KRH), including, but not limited to, a proof of claim dated April 20, 2009, a proof of claim dated April 27, 2009, and an administrative expense request dated June 22, 2009; and

All monies and proceeds now or hereafter to become due and payable to Assignors in relation to the such claims, administrative expense requests, or similar.

Assignors hereby authorize Assignee to receive and do all things necessary and proper to protect it as Assignee of all claims herein assigned, and Assignors do hereby constitute and appoint Assignee, its successors and assigns, as Assignors' true and lawful attorney, irrevocably, with full power in the name of the Assignors or otherwise to ask, require, demand, receive and give acquittance for any and all monies and claims for money assigned hereby, and to endorse any checks or any instruments or orders in connection therewith and satisfy either in part or in full the claim.

This Assignment is an absolute assignment.

This Assignment shall be binding upon the successors and assigns of the Assignors and shall inure to the benefit of the successors and assigns of the Assignee.

Assignee hereby accepts said assignment.

[SIGNATURES ON FOLLOWING PAGES]

ASSIGNOR:

WEC 96D APPLETON-1 INVESTMENT TRUST,
a Delaware Business Trust

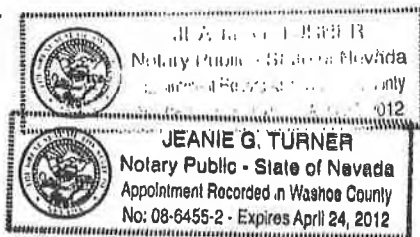
By: **CATAMOUNT EXCHANGE
CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

STATE OF NEVADA)
COUNTY OF WASHOE)

SS.

Personally came before me this 14th day of AUGUST, 2009, the above-named John H. O. LaGatta, as President, of Catamount Exchange Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such corporation.



Jeanie G. Turner (SEAL) *NOTARY SIGNATURE*
Print Name: JEANIE G. TURNER
Notary Public, WASHOE County,
State of NEVADA
My commission: APRIL 24, 2012

ASSIGNOR:

WEC 96D APPLETON-2 INVESTMENT TRUST,
a Delaware Business Trust

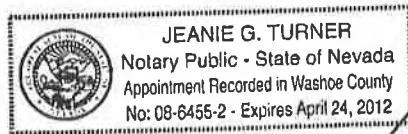
By: **CATAMOUNT EXCHANGE
CORPORATION,**
a Delaware corporation, which is its trustee

By: _____
Name: John H. O. LaGatta
Its: President

STATE OF NEVADA)
COUNTY OF WASHOE)

ss.

Personally came before me this 14th day of AUGUST, 2009, the above-named John H. O. LaGatta, as President, of Catamount Exchange Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such corporation.



Jeanie Turner (SEAL) **NOTARY
SIGNATURE**
Print Name: JEANIE TURNER
Notary Public, WASHOE County,
State of NEVADA
My commission: APRIL 24, 2012

ASSIGNEE:

**BANK OF AMERICA, N.A.,
AS TRUSTEE FOR THE REGISTERED HOLDERS
OF GMAC COMMERCIAL MORTGAGE
SECURITIES, INC., MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 1998-C2**

12
By: Michael Corp
Name: Michael Corp
Its: sr vice President

STATE OF TEXAS)
COUNTY OF Dallas)

SS.

Personally came before me this 19 day of August, 2009, the above-named Michael Corp, as SVP, of Bank of America, N.A., as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of such corporation.



Mary F. Miller (SEAL)
Print Name: MARY F. Miller
Notary Public, Dallas County,
State of TEXAS
My commission: N/A